



# 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, MARCH 9, 2021 AT 10:00 A.M.  
AT  
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

**Register in advance to attend the meeting at:**  
[https://zoom.us/webinar/register/WN\\_aZ-\\_g6KQSGGM6a\\_AXCIWsg](https://zoom.us/webinar/register/WN_aZ-_g6KQSGGM6a_AXCIWsg)

**A confirmation email will be sent to you with instructions to join the meeting**

*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*

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*\*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*

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## **AGENDA**

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

**Liaison Member:** Dave Michalko

- I. Call to Order
- II. Public Comment
- III. Discussion Regarding Board of Directors Cost-of-Living Adjustment ("COLA") for Fiscal Year 2021-2022 [enc]
- IV. Discussion Regarding Accounting Services for Proposition 68 Grant [enc]
- V. Discussion Regarding San Gabriel Valley Economic Partnership Membership Renewal [enc]
- VI. Discussion Regarding Site Access License Agreement Template for the Prop 1 Regional Site Investigation South El Monte Operable Unit Project [enc]
- VII. Executive Director's Report
- VIII. Adjournment



# San Gabriel Basin Water Quality Authority

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## AGENDA SUBMITTAL

**To:** WQA Administrative / Finance Committee  
**From:** Randy Schoellerman, Executive Director  
**Date:** March 9, 2021  
**Subject:** Board of Directors Cost-of-Living Adjustment ("COLA") for Fiscal Year 2021-2022

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### **Summary**

Each year at this time the Board considers a cost-of-living adjustment for the daily stipend per WQA procedures. Staff is recommending the Committee review the relevant cost of living indicators and applicable CA Water Code requirements when considering this option.

### **Background**

WQA Procedure No. 23 provides that each Board Member receive a daily stipend for services rendered for WQA. Under subsection H of the procedure, the Board may increase the Daily Stipend by an amount equal to the lesser of 5% or the percentage increase in the annual Consumer Price Index for All Urban Consumers ("CPI-U"), Los Angeles-Long Beach-Anaheim area.

CA Water Code Section 20202: Increases to the amount of compensation may not exceed 5 percent for each calendar year following the operative date of the last adjustment of the compensation. The last increase to the daily stipend was \$1.19 (0.8%) and was effective 7/1/2014.

CA Water Code Section 20203: Requires that any ordinance to establish or increase the compensation rate for Board Members must be approved at a public hearing with prior published notice pursuant to Government Code Section 6066.

CA Water Code Section 20204: An ordinance adopted pursuant to Section 20201 shall only become effective after the passage of 60 days from the date of its final passage.

### **Discussion**

The attached CPI-U Table 4 indicates that the CPI for January 2021 is 0.9%. Increasing Board Member compensation by this amount would comply with the requirements of WQA Procedure No. 23 and the CA Water Code. If the Board elects to increase the compensation by the January 2021 CPI-U, the rate would increase from \$149.43 to \$150.77. The Board also has the option to increase compensation based on cumulative increases from 2015 to 2021, which could be an increase of up to 15.8%, and could increase the board fees from \$149.43 to \$173.04.

For any proposed increase, the Board needs to approve an ordinance at a noticed public hearing pursuant to the CA Water Sections noted above.

**Recommendation**

*Discuss options for cost-of-living increase to Board compensation.*

**Attachments**

*Excerpt from Consumer Price Index for January 2021 – Table 4*

*Schedule of Board Fee Increases from September 1, 2006 to July 1, 2020*

*Excerpt from Administrative Procedures 23 –Part III, Section H “Increases to Daily Stipend”*

**Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, January 2021**  
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule <sup>1</sup>	Percent change to Jan. 2021 from:			Percent change to Dec. 2020 from:		
		Jan. 2020	Nov. 2020	Dec. 2020	Dec. 2019	Oct. 2020	Nov. 2020
U.S. city average.....	M	1.4	0.5	0.4	1.4	0.0	0.1
<b>Region and area size<sup>2</sup></b>							
Northeast.....	M	1.1	0.7	0.4	1.4	0.3	0.2
Northeast - Size Class A.....	M	1.1	0.7	0.4	1.4	0.2	0.3
Northeast - Size Class B/C <sup>3</sup> .....	M	1.3	0.7	0.5	1.5	0.5	0.2
New England <sup>4</sup> .....	M	0.6	0.8	0.5	0.8	0.7	0.3
Middle Atlantic <sup>4</sup> .....	M	1.3	0.6	0.4	1.6	0.2	0.2
Midwest.....	M	1.2	0.5	0.5	1.1	-0.1	0.1
Midwest - Size Class A.....	M	0.7	0.2	0.1	1.0	-0.3	0.0
Midwest - Size Class B/C <sup>3</sup> .....	M	1.5	0.7	0.6	1.2	0.0	0.1
East North Central <sup>4</sup> .....	M	0.9	0.5	0.5	0.8	-0.3	0.0
West North Central <sup>4</sup> .....	M	2.0	0.4	0.3	1.8	0.3	0.1
South.....	M	1.6	0.7	0.5	1.4	0.1	0.2
South - Size Class A.....	M	1.5	0.6	0.5	1.2	0.0	0.1
South - Size Class B/C <sup>3</sup> .....	M	1.7	0.8	0.6	1.5	0.1	0.2
South Atlantic <sup>4</sup> .....	M	1.8	0.6	0.5	1.6	0.0	0.1
East South Central <sup>4</sup> .....	M	2.2	1.3	0.9	1.7	0.3	0.5
West South Central <sup>4</sup> .....	M	1.0	0.7	0.4	0.8	0.1	0.3
West.....	M	1.4	0.1	0.2	1.5	-0.1	-0.1
West - Size Class A.....	M	1.2	0.2	0.2	1.5	0.0	-0.1
West - Size Class B/C <sup>3</sup> .....	M	1.6	0.1	0.2	1.5	-0.2	-0.1
Mountain <sup>4</sup> .....	M	1.2	0.1	0.3	1.0	-0.2	-0.2
Pacific <sup>4</sup> .....	M	1.5	0.1	0.2	1.6	-0.1	-0.1
<b>Size classes</b>							
Size Class A <sup>5</sup> .....	M	1.2	0.4	0.3	1.3	0.0	0.1
Size Class B/C <sup>3</sup> .....	M	1.6	0.6	0.5	1.4	0.1	0.1
<b>Selected local areas</b>							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	0.7	0.6	0.7	0.9	-0.5	-0.2
Los Angeles-Long Beach-Anaheim, CA.....	M	0.9	0.0	0.2	1.5	-0.1	-0.2
New York-Newark-Jersey City, NY-NJ-PA.....	M	1.2	0.8	0.4	1.6	0.1	0.4
Atlanta-Sandy Springs-Roswell, GA.....	2				1.6	0.1	
Baltimore-Columbia-Towson, MD <sup>6</sup> .....	2				1.4	0.2	
Detroit-Warren-Dearborn, MI.....	2				0.7	-0.3	
Houston-The Woodlands-Sugar Land, TX.....	2				0.7	0.2	
Miami-Fort Lauderdale-West Palm Beach, FL.....	2				1.1	-0.2	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2				1.1	0.0	
Phoenix-Mesa-Scottsdale, AZ <sup>7</sup> .....	2				0.5	-0.8	
San Francisco-Oakland-Hayward, CA.....	2				2.0	0.4	
Seattle-Tacoma-Bellevue, WA.....	2				1.4	-0.4	
St. Louis, MO-IL.....	2				1.2	0.1	
Urban Alaska.....	2				0.3	-0.5	
Boston-Cambridge-Newton, MA-NH.....	1	0.5	0.7				
Dallas-Fort Worth-Arlington, TX.....	1	1.5	1.2				
Denver-Aurora-Lakewood, CO.....	1	0.4	0.1				
Minneapolis-St. Paul-Bloomington, MN-WI.....	1	1.6	0.4				
Riverside-San Bernardino-Ontario, CA <sup>4</sup> .....	1	2.2	0.9				
San Diego-Carlsbad, CA.....	1	1.7	0.4				
Tampa-St. Petersburg-Clearwater, FL <sup>8</sup> .....	1	3.4	0.9				
Urban Hawaii.....	1	1.4	0.3				
Washington-Arlington-Alexandria, DC-VA-MD-WV <sup>6</sup> .....	1	1.5	0.7				

<sup>1</sup> Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

<sup>2</sup> Regions defined as the four Census regions.

**San Gabriel Basin Water Quality Authority**  
**Schedule of Board Fee Increases to Date and Potential Increase for FY 21/22**

<u>Options for Board Fee Increase</u>				
Current Board fee rate =	\$149.43			\$149.43
		<b>with a range of</b>		
Increase	0.90%	<b>potential increases up</b>		15.80%
		<b>to</b>		
Potential Board fees	\$150.77			\$173.04

**Explanation of Options for Board Fee Increase**

Board Members receive a fee for each meeting they attend, up to a maximum of six meetings per month, in accordance with WQA Policy No. 23. Board fees and increases were initially established by Ordinance 2006-1. The following is a schedule of board fees and the increases received since Ordinance 2006-1 was established. In the past 14 years, the Board has refused all but three increases - see below. Per CA Water Code Section 20200 " the increase may not exceed an amount equal to 5% for each calendar year following the operative date of the last adjustment of the compensation which is received when the ordinance is adopted. WQA's Policy No. 23 further limits the increase to the January CPI-U or 5%, whichever is less. The last adjustment for compensation was 7/1/14; therefore any increase is limited to the cumulative CPI for FY 15/16 to FY 20/21.

<u>Effective Date</u>	<u>Rate</u>	<u>\$ Increase</u>	<u>% Increase</u>	<u>JAN CPI</u>
09/01/06	\$138.26	<i>Rate set per Ordinance 2006-1</i>		
07/01/07	\$142.68	\$4.42	3.2%	3.2%
07/01/08	\$148.24	\$5.56	3.9%	3.9%
07/01/09	\$148.24			-0.6%
07/01/10	\$148.24			1.8%
07/01/11	\$148.24			1.8%
07/01/12	\$148.24			2.1%
07/01/13	\$148.24			2.0%
07/01/14	\$149.43	\$1.19	0.8%	0.8%
<hr/>				
07/01/15	\$149.43			-0.1%
07/01/16	\$149.43			3.1%
07/01/17	\$149.43			2.1%
07/01/18	\$149.43			3.5%
07/01/19	\$149.43			3.2%
07/01/20	\$149.43			3.1%
<hr/>				
<b>Summary of CPI since last increase in 2014 =</b>				<b>14.9%</b>
<b>January 2021 CPI =</b>				<b>0.9%</b>
<b>Total Potential increase =</b>				<b>15.8%</b>

# SAN GABRIEL BASIN WATER QUALITY AUTHORITY

## SCHEDULE OF CPI-U FOR YEARS 2007 THROUGH 2020

### **DEFINITIONS**

CPI-U: All Urban Consumers, selected areas, all items index  
 Selected area = Los Angeles, Long Beach and Anaheim CA

All Urban Consumers represents about 93% of the total US population, based on expenditures of almost all residents of urban or metropolitan areas.

<b><u>Year</u></b>	<b><u>Staff</u> <u>April CPI-U</u></b>	<b><u>Board</u> <u>January CPI-U</u></b>	<b><u>December CPI-U</u></b>
2007	3.5%	3.2%	4.7%
2008	3.1%	3.9%	0.1%
2009	-1.3%	-0.6%	1.8%
2010	1.9%	1.8%	1.2%
2011	3.3%	1.8%	2.1%
2012	1.5%	2.1%	1.9%
2013	0.9%	2.0%	1.1%
2014	1.4%	0.8%	0.7%
2015	0.5%	-0.1%	2.0%
2016	2.0%	3.1%	2.0%
2017	2.7%	2.1%	3.6%
2018	4.0%	3.5%	3.2%
2019	3.3%	3.2%	1.5%
2020	0.7%	3.1%	1.5%
Totals for 2007 to 2020	27.4%	29.9%	27.4%
ANNUAL AVERAGE	2.0%	2.1%	2.0%

EXCERPT FROM ADMINISTRATIVE PROCEDURE No. 23  
BOARD MEMBER REIMBURSEMENT, COMPENSATION AND ETHICS TRAINING:  
Last amended on June 2018

*Excerpt from Part III, Section H*

Increases to the Daily Stipend. Subject to the procedures and restrictions set forth under Water Code Sections 20200 through 20204\* and Water Code Section 71255 as the same may be amended from time to time, the Board, no more than once each fiscal year, may take action to increase the Daily Stipend by an amount equal to the lesser of the following:

- (i) the annual percentage change in the January Consumer Price Index (CPI) for the Los-Angeles-Long Beach-Anaheim CA area, Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U); or
- (ii) five percent (5%) for each calendar year following the operative date of the last adjustment.

Such increases shall not take effect until the later of the following: (i) July 1<sup>st</sup> of the fiscal year immediately following the fiscal year in which the increase is finally adopted by the Board; or (ii) 60 calendar days from the date the increase is finally adopted by the Board. The foregoing notwithstanding and pursuant to Water Code Appendix Section 134-512, in no event may the amount of the Daily Stipend exceed the amount set for members of the governing boards of municipal water districts as the amount may be calculated pursuant to Water Code Sections 20202 and 71255.

\*Water Code Section 20203 provides that no ordinance to increase compensation shall be adopted except following a public hearing. Notice of the public hearing shall be published in a newspaper of general circulation pursuant to Government Code Section 6066. Government Code Section 6066 provides that publication pursuant to its provisions shall be once a week for two successive weeks. Government Code Section 6066 also states that two publications in a newspaper published once a week or more often, with at least 5 days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the 14<sup>th</sup> day, including therein the first day.



# San Gabriel Basin Water Quality Authority

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## AGENDA SUBMITTAL

**To:** WQA Administrative / Finance Committee  
**From:** Randy Schoellerman, Executive Director  
**Date:** March 9, 2021  
**Subject:** **Accounting Services for Proposition 68 Grant**

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### Discussion

WQA has received a Proposition 68 grant from the State Water Resources Board Division of Financial Assistance to fund Treatment & Remediation costs for 21 water treatment facilities for a period of 4 to 5 years. The water purveyors will be submitting their costs to WQA on a quarterly basis, and WQA will review the costs for eligibility and prepare the invoices to DFA to request reimbursement. The DFA grant also requires a 50% match, so matching costs will also need to be reviewed and submitted as part of the grant request process. The services of a professional accounting consultant are necessary to perform the following tasks for the financial administration of the grant.

#### Services for Costs Submittals from Water Purveyors.

- Develop templates for water purveyors to use in requesting reimbursement of costs from WQA.
- Review the grant reimbursement requests from the 21 purveyors.
- Prepare 21 invoices to DFA for reimbursement on a quarterly basis.
- Provide General Finance Administration Support as needed.

#### Services for Costs that are to be used for Matching.

- Develop templates for costs used as match in requesting reimbursement of costs from DFA.
- Review invoices to be used for matching and prepare for submittal to DFA on a quarterly basis as a match cost.
- Provide General Finance Administration Support as needed.



CA Consulting Services, LLC (CA Consulting) has submitted a proposal for the above-described accounting services. Angel Castellanos is one of the principals of CA Consulting and has worked on previous accounting projects for WQA over the past 10 years. He is familiar with the purveyors and the invoice process and is uniquely qualified to perform the services as needed. In addition, the cost is fully reimbursable under the Proposition 68 grant.

Attached is the proposal for CA Consulting. It is a fee for service agreement, not to exceed \$250,000, with a term of three years from date of contract execution.

**Recommendation**

Approve Task Order with CA Consulting Services, LLC. not to exceed \$250,000.

**Attachments**

*CA Consulting Services, LLC. – Proposal for grant invoice administration support services*

## Corporate Profile

CA Consulting Services, LLC (CA Consulting) is a program management firm that provides Finance Administration, Program Management, and Staff Augmentation services with offices in Palm Desert and Azusa California. CA Consulting is a certified Small Business Enterprise (SBE) with the CA Department of General Services and is actively pursuing a Disadvantaged Business Enterprise (DBE) with the California Unified Certification Program and the Los Angeles County Metropolitan Transportation Authority. Our services also include:

- ✓ Finance Administration
- ✓ Labor Compliance
- ✓ Project Controls
- ✓ Utility and Agency Coordination
- ✓ Construction Inspection
- ✓ Grant Funding Invoice Coordination

Because our Principals live in Los Angeles County, our client focus remains in Los Angeles County and projects in the San Gabriel Valley. Our experts assist cities and municipalities with agency finance administration support. We partner with clients to provide program management support with infrastructure programs. We have a wide range of technical and administrative staff augmentation services. Our services are effective and have helped clients save money on program delivery. Our approach is to partner with our clients and provide cohesive daily services that compliments their operations and exceeds their strategic goals. We are committed to serve our clients with integrity and high-quality services.

### Primary Contact:

Angel Castellanos, President  
[info@caconsultservices.com](mailto:info@caconsultservices.com)  
(626) 391-3503

Los Angeles/San Gabriel Valley Area Office  
Azusa, California

Coachella Valley Area Office  
Palm Desert, CA





December 4, 2020

San Gabriel Basin Water Quality Authority  
Attn: Mary Saenz  
Director of Finance  
1720 W. Cameron Ave., Suite 100  
West Covina, CA 91790

**Subject: Letter Proposal for the Water Quality Authority**

Dear Ms. Saenz,

CA Consulting Services LLC (CA Consulting) appreciates the opportunity to support the Water Quality Authority (WQA) with grant funding invoice administration support services. We understand that WQA received a Prop 68 Operations and Maintenance (O & M) grant from the California Water Board DFA for \$35.3 Million. The grant will fund O & M costs for treatment for 21 water purveyors. CA Consulting can support administration of invoices for the grant. As the President of CA Consulting, I have worked for WQA on very similar assignments and I am very familiar with the purveyors and the invoice process of the agency. Because of this direct experience, our firm is ready to start immediately. Below is the proposed scope of work and fee proposal to support WQA.

### **Scope of Work and Fee Proposal**

CA Consulting will support the planning and organizing the set of the criteria and format for the purveyors to follow in submitting their invoices to WQA. The invoices for Prop 68 Grant are similar to the EPA grant agreement that I previously reviewed and worked directly with. Additionally, we will support: All work for this project will be performed by Angel Castellanos (Principal).

- General Finance Administration Support
- Develop O&M Templates for reimbursement of invoices for Prop 68 Grant for 21 Purveyors
- Administer the review of the grant invoices for the 21 purveyors
- Develop O&M Templates for Prop 68 Grant match for 13 purveyors
- Administer the review for the match invoices for the 13 purveyors

### **Hourly Rates**

Principal \$120/hour FY20-21  
Principal \$127/hour FY21-22  
Principal \$135/hour FY20-23



Proposed Budget

- Projected invoices for \$35.5m grant for 21 Purveyors estimated at 67 total invoices
  - a. Projected time per invoice review estimated range from 12 to 24 hours per invoice
  - b. Budget Estimate: (Estimated is based on Principal estimated average time per invoice)  
Subtotal: \$198,900
- Projected invoices for grant match for 13 purveyors estimated at 13 total invoices
  - a. Projected time per invoice review estimated range from 8 to 16 hours per invoice
  - b. Budget Estimate: (Estimated is based on Principal estimated average time per invoice)  
Subtotal: \$33,150

The estimated total is \$232,050 for the above items. CA Consulting proposes a **not to exceed amount of \$250,000** and includes a contingency of 7.7%, with a term of three years.

We look forward to a successful endeavor and are fully positioned to begin work with you on this contract. Should you have any questions or require additional information, please do not hesitate to contact me directly at 626-391-3503.

Sincerely,



Angel F. Castellanos  
President



# San Gabriel Basin Water Quality Authority

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## AGENDA SUBMITTAL

**To:** WQA Administrative/Finance Committee  
**From:** Randy Schoellerman, Executive Director  
**Date:** March 9, 2021  
**Subject:** **San Gabriel Valley Economic Partnership Membership Renewal**

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### **Summary**

The WQA has a Leader Level Membership with San Gabriel Valley Economic Partnership (SGVEP) and the annual renewal amount of \$20,000 is discounted from the regular price of \$25,000. WQA's membership has been beneficial in putting the WQA's issues out in front of the community by allowing the WQA to participate in local events with local and state legislators. It also gives the WQA a seat on the Board of the Directors.

### **Recommendation / Proposed Action**

Approve renewal of WQA's annual membership to the SGVEP.

Attachment:  
*SGVEP Annual Membership Invoice*



**Executive Board Members  
2020 -2021**

**Chair**

Peter Hidalgo  
Charter Communications

**Vice Chair**

Donovan Green  
AT&T

**Secretary**

Dr. Bill Scroggins  
Mt. San Antonio College

**Treasurer**

Alex Eng  
Bank of America  
Merrill Lynch

**City Manager Rep.**

Bryan Cook  
City of Temple City

**Immediate Past Chair**

Lupe Valdez  
Union Pacific Railroad

**Past Chair**

Reyna Del Haro  
Kaiser Permanente

**Legal Counsel**

Tom Lenz  
AALRR

**President & CEO**

Bill Manis  
SGV Economic Partnership

January 30, 2021

Ken Manning, Executive Director  
San Gabriel Basin Water Quality Authority  
1720 West Cameron Avenue #100  
West Covina, CA 91790

Dear Mr. Manning,

Thank you for your continued support of the San Gabriel Valley Economic Partnership. This year your membership allowed us to:

- Create the **SGV Economic PowerSite** that provides interactive demographic, economic and industry data for each community in the San Gabriel Valley. The **PowerSite** [www.sgvpowersite.com](http://www.sgvpowersite.com) enables our members to:
  - 1.) Identify all available commercial properties in the SGV by jurisdiction
  - 2.) Identify location and details of all businesses by jurisdiction
  - 3.) Obtain demographic, economic and consumer spending data in the geographic area of the SGV
- Launch the Power Lunch 2.0 series to *provide business intelligence* to members on a monthly basis.
- Influence the outcome of legislation and government regulations that affect local business and the economic vitality of the SGV
- Provide information and training on critical economic issues and opportunities facing the region
- Market the SGV at tradeshows and expos, including promoting the SGV as "SoCal's Golden Opportunity" at ICSC retail convention.
- Assist local businesses with permitting, expansions, training and finding available resources
- Connect businesses with SGV community colleges and universities to create workforce development pathways
- Promote and honor businesses, organizations, and individuals who make major contributions to the SGV

We simply could not do this without you. We are honored by your ongoing commitment and support.

Thank you for your contributions towards ***advancing the economic vitality of life of the San Gabriel Valley.***

Sincerely,

Bill R. Manis  
President & CEO

THANK YOU FOR YOUR  
MEMBERSHIP.



Advancing the economic  
vitality and quality of life  
of the San Gabriel Valley

## Invoice

DATE	INVOICE #
3/1/2021	7367

**BILL TO**

San Gabriel Basin Water Quality Authority  
Ken Manning  
1720 West Cameron Avenue, #100  
West Covina, CA 91790

San Gabriel Valley Economic Partnership  
4900 Rivergrade Road, Suite B130  
Irwindale, CA 91706  
(626) 856-3400 Phone  
(626) 856-5115 Fax

**DUE DATE**

3/1/2021

DESCRIPTION	QUANTITY	RATE	AMOUNT
Annual Renewal of Leader Level Membership Membership: March 1, 2021 - February 28, 2022		20,000.00	20,000.00
		<b>Balance Due</b>	<b>\$20,000.00</b>



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## AGENDA SUBMITTAL

**To:** WQA Administrative/Finance Committee  
**From:** Randy Schoellerman, Executive Director  
**Date:** March 9, 2021  
**Subject:** **Site Access License Agreement Template for the Proposition 1 Regional Site Investigation South El Monte Operable Unit Project**

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### Summary

WQA's Regional Site Investigation South El Monte Operable Unit Proposition 1 Grant Project will require site access for 12 properties. The work will include the collection and analysis of soil matrix, soil vapor and groundwater samples at each location. To facilitate the site access agreement process, staff and WQA legal counsel have developed the attached license agreement template for use at each location. Staff is recommending approval of the agreement and authorization for the Executive Director to execute the 12 agreements with each property owner subject to final legal counsel review.

### Recommendation / Proposed Action

Approve site access license agreement template and authorize Executive Director to execute 12 agreements subject to final legal counsel review.

Attachment:

*Site Access License Agreement Template*





## LICENSE AGREEMENT

(Subject Property:\_\_\_\_\_)

THIS LICENSE AGREEMENT (the "License Agreement") is executed and dated as of \_\_\_\_\_ 2021\_\_\_\_, by and between \_\_\_\_\_(the "Licensor") and the San Gabriel Basin Water Quality Authority ("Licensee") and is entered into with respect to the following facts:

### --RECITALS--

WHEREAS, Licensee was established by the State Legislature (SB1679) on February 11, 1993, to develop, finance, and implement groundwater treatment programs in the San Gabriel Basin; and

WHEREAS, the San Gabriel Basin is the primary source of drinking water for more than 1 million people in the San Gabriel Valley; and

WHEREAS, Licensee, in cooperation with local, state and federal agencies, was created to manage and coordinate the cleanup of groundwater contamination in the San Gabriel Valley caused by decades of improper chemical handling and disposal practice; and

WHEREAS, Licensee supports the decision of the United States Environmental Protection Agency ("USEPA") to divide the extensive contamination within the San Gabriel Basin into six Operable Units, including the South El Monte Operable Unit ("SEMOU") which covers approximately 2 ½ square miles of contaminated groundwater underlying portions of the cities of South El Monte, El Monte, and Rosemead; and

WHEREAS, contamination in the SEMOU consists primarily of volatile organic compounds with perchlorate concentrations in certain wells exceeding the state notification level of 6 parts per billion and the presence of low concentrations of 1,4-dioxane; and

WHEREAS, USEPA's SEMOU remedy includes eight (8) groundwater extraction wells and four (4) water treatment systems to remove contaminants known as tetrachloroethylene ("PCE") trichloroethylene ("TCE"), among others, from the groundwater; and

WHEREAS, in 2020 Licensee was awarded a Proposition 1 Grant from the State Water Resources Control Board to investigate twelve (12) high priority sites in the SEMOU and to determine whether the sites have residual contamination that may be an ongoing source of groundwater contamination; and

WHEREAS, it is anticipated the investigations will include the collection and analysis of soil matrix, soil vapor and groundwater samples from sampling locations at the twelve (12) sites.

WHEREAS, the Licensor is the owner of certain real property located with the SEMOU, real property commonly referred to as \_\_\_\_\_ (the "Property")(The Property is more specifically described and depicted in the legal description and diagram attached hereto as Exhibit "A"); and

WHEREAS, the Property is among the 12 high priority sites requiring investigation for residual contamination under the Proposition 1 Grant effort; and

WHEREAS, Licensor wishes to grant Authority and its contractor's permission to enter upon the Property for the purpose of undertaking the investigation work contemplated under the Proposition 1 Grant; and

WHEREAS, this License Agreement was approved by Licensee's governing board of directors as Agenda Item No. \_\_\_\_\_ at its meeting of \_\_\_\_\_ 20\_\_\_\_\_.

NOW, THEREFORE, in consideration of the foregoing Recitals, facts and, the covenants and conditions below, and their performance and fulfillment, Licenser and Licensee agree as follows:

SECTION 1. GRANT OF LICENSE. As of the Effective Date, Licenser hereby grants to Licensee a nonexclusive license during the Term (as defined in Section 2 below), at no charge, to lawfully use the Property for the purposes set for in the "Authorized Use Schedule" attached and incorporated hereto as **Exhibit "A"**. The License shall include a right of access to and from the Property, subject to the terms and conditions herein. For purposes of this License Agreement, the term "Equipment" shall mean and include all such equipment to be used, stored and/or installed upon the Property for the Term of this License Agreement by Licensee as described in the Authorized Use Schedule. Licensee shall own all Equipment used, stored and/or installed by Licensee on the Property.

SECTION 2. TERM.

- A. The License granted hereby shall commence on the Effective Date and shall continue and expire \_\_\_\_\_(\_\_\_\_\_) years from the Effective Date ("Expiration Date"), subject to earlier termination as described below. Subject to the provisions of paragraph C of Section 7, below, this License Agreement shall renew automatically for successive extensions terms of \_\_\_\_\_(\_\_\_\_\_) years each ("Extension Term") unless either Party issues written notice to the other declaring its intent not to extend the License Agreement beyond the Expiration Date or the expiration of any Extension Term, whichever the case may be. Such notice may not be delivered earlier than the \_\_\_\_\_(\_\_\_\_\_) anniversary of the Effective Date or the commencement date of any Extension Term and no later than ninety (90) calendar days prior to the Expiration Date or the expiration date of an.
- B. At the expiration of the Term or extension term or upon earlier termination of this License Agreement as provided under Section 7, below, Licensee shall immediately cease operations on the Property upon the effective date of such expiration or termination and within ninety (90) calendar days thereafter shall remove all Equipment at Licensee's sole cost and expense, unless Licenser grants written permission otherwise.

SECTION 3. INSTALLATION, OPERATION AND MAINTENANCE OF EQUIPMENT.

- A. The installation, operation, and maintenance of the Equipment shall be performed at Licensee's sole expense. Licensee agrees to give Licenser sufficient prior notice, not less than \_\_\_\_\_(\_\_\_\_\_) business days, each time that Licensee, or its agents, performs installation or other work on the Property to allow Licenser to be present if Licenser so elects; provided, however, that Licensee may conduct emergency maintenance and repair of the Equipment upon electronic mail, telephonic or fax notice to Licenser. For purposes of this License Agreement, the term "business day" means Monday through Friday and excludes any nationally observed holidays.
- B. The installation, operation, and maintenance of the Equipment shall be performed in such a manner as to avoid any interference with the Licenser's activities.
- C. Licensee expressly recognizes and agrees that Licenser shall have no liability to Licensee or anyone in connection with, arising from or in any way related to Licensee's installation, operation, and maintenance of the Equipment except in proportion to and to the extent that such liability arises from the negligent or intentional acts or omissions of Licenser, its officers, agents, invitees, or employees.

SECTION 4. CONDITIONS APPLICABLE TO LICENSE. Licenser warrants and represents that the issuance of the License to Licensee does not conflict with any covenants, conditions, reservations, contracts, leases,

licenses, easements, encumbrances, restrictions and rights of way with respect to the Property whether or not of record.

**SECTION 5. RESTRICTIONS ON TRANSFER OF ASSIGNMENT.**

- A. This License is personal to Licensee. Any attempt by Licensee to transfer or assign this License, without the prior written consent of Licensor, shall terminate it.
- B. Paragraph A of this Section notwithstanding, this License Agreement shall survive any transfer of title to the Property by Licensor and shall be binding, on its same terms and conditions, upon any subsequent owner, successor or assign of Licensor. This License Agreement and the License granted herein shall be binding on the successors and assigns of Licensor and upon all current and future owners, tenants, subtenants, licensees or other occupiers of the Property until the expiration or early termination of the same as provided herein. Licensor shall notify all prospective buyers, tenants, subtenants, licensees, successors and assigns of the existence of this License Agreement in writing with copy of such notice sent to Licensee. The written assumption of the duties and responsibilities of Licensor under License Agreement by any prospective buyer, successor or assign in the Property shall be a condition precedent to the completion of any sale or assignment.
- C. Licensor agrees and consents to the recordation by Licensee of a notice of this License Agreement against the Property notifying all interested parties, including all prospective buyers and/or future owners of the Property of the existence of this License Agreement.

**SECTION 5. PERMITS.** Licensee shall be responsible for securing any required approvals, permits, and authorizations from any federal, state, or local agencies and shall comply with all applicable laws and regulations.

**SECTION 6. NO INTERFERENCE.** Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the Property to prevent damage to the Property and inconvenience to Licensor, its agents, employees, and invitees.

**SECTION 7. DEFAULT; TERMINATION.**

- A. An event of default shall occur under this License Agreement ("Event of Default") if any party to this License Agreement fails to perform or comply with (or fails to timely perform and comply with) any covenant, agreement or condition contained herein. The party alleging an Event of Default shall give the party alleged to be in default a written notice specifying the nature of the Event of Default and the required cure ("Notice of Default"). The party alleged to be in default shall have ten (10) business days from the date the defaulting party received the Notice of Default to cure the Event of Default. If such default is of a nature which cannot reasonably be cured within ten (10) business days, then an Event of Default shall occur when the defaulting party does not cure such failure within such longer period as is reasonably allowed by the non-defaulting party to cure such default, provided that the defaulting party undertakes in good faith to commence such cure within such ten (10) business days and thereafter diligently prosecutes such cure to completion.
- B. If an Event of Default is not cured within the time provided under paragraph A of this Section, above, then the non-defaulting party may exercise any right or remedy that it may have under this License Agreement cumulative with any other remedy that is otherwise available at law or in equity or by statute, including the early termination of this License Agreement for cause. All rights and remedies of the parties to this License Agreement shall be cumulative and non-exclusive and shall survive the expiration or termination of this License Agreement.
- C. Licensee may terminate this License Agreement for convenience and without cause upon the issuance of written notice to Licensor specifying the effective date of such termination. Licensor may terminate this License Agreement for convenience and without cause upon \_\_\_\_\_(\_\_\_\_\_) years prior written

notice to Licensee, provided such notice be delivered no earlier than the \_\_\_\_ (\_\_\_\_) anniversary of the Effective Date.

**SECTION 8. INDEMNIFICATION.**

To the fullest extent permitted by law, the parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this License Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this License Agreement for the percentage of liability determined.

**SECTION 9. INSUANCE.**

- A. During the term of this License Agreement and all extensions hereof, Licensee shall obtain and maintain in force policies of Comprehensive General Liability insurance with a minimum coverage of \$1,000,000.00 combined single limit for each occurrence of Bodily Injury, Personal Injury and Property Damage, and \$2,000,000.00 aggregate total Bodily Injury and Property Damage, Automobile Liability insurance with a minimum coverage of \$1,000,000.00 combined single limit per accident and Worker's Compensation coverage as required by law. The Comprehensive General Liability policy and Automobile Liability Policy shall name the Licensor as additional insured and shall contain endorsements stating that coverage.
- B. Licensee shall require its contractors performing work on the Property to obtain and maintain in force policies of insurance with the same coverage and limits as required of Licensee hereunder, prior to commencing work on the Property.

**SECTION 10. MECHANIC'S LIEN.** Licensee will not cause or suffer any mechanic's lien, material men's lien, or other lien to be placed against the Property in connection with any work performed on the Property by Licensee or its contractors. Nevertheless, Licensee may provide a bond and contest the validity and amount of any lien, but shall immediately pay any judgment rendered, with all proper costs and charges, and will have the lien released at its expense and shall reimburse Licensor for all of its reasonable expenses incurred in connection with such lien.

**SECTION 11. MISCELLANEOUS.**

- A. Notices: All notices permitted or required under this License Agreement will be given to the respective parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**LICENSOR:**

**LICENSEE:**

San Gabriel Basin Water Quality Authority  
1720 W. Cameron Ave., Suite 100  
West Covina, CA 91790  
Attn: Executive Director  
Phone: (626) 338-5555  
E-mail: [randy@wqa.com](mailto:randy@wqa.com)

Such notices will be deemed effective when personally delivered or successfully transmitted by electronic mail or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the party at its applicable address.

- B. Governing Law; Venue: This License Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California.
- C. Attorney Fees: If either party commences an action against the other party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- D. No Third Party Benefit: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this License Agreement inure exclusively to the Parties.
- E. Construction of Agreement: This License Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this License Agreement together through a process of negotiation and with the advice of their respective attorneys.
- F. Severability: If any portion of this License Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- G. Amendment; Modification: No amendment, modification or supplement of this License Agreement shall be valid or binding unless executed in writing and signed by both Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- H. Entire Agreement: This Agreement including all attached attachments and documents incorporated by reference shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Authority and Licensor prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to subsection (g) of this Section, above
- I. Authority to Execute: The individuals executing this License Agreement on behalf of the respective parties hereto, represent and warrant that they have been duly authorized to do so, and that this License Agreement shall be binding upon the party on whose behalf it is executed.
- J. Counterparts: This License Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be retained by Licensor and the other shall be retained by the Licensee.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on the day and year the License Agreement is signed by all of the parties.

**SAN GABRIEL BASIN WATER QUALITY  
AUTHORITY:**

**[CONTRACTING PARTY]**

Contract No. \_\_\_\_\_

By: \_\_\_\_\_  
Randy Schoellerman, Executive Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_