

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.

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_pBOOngt4SUyrOMHoPNNZuQ

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

Public comments can be emailed prior to the meeting to stephanie@wqa.com

**A REGULAR MEETING
OF THE
SAN GABRIEL BASIN WATER QUALITY AUTHORITY
AT
1720 W. CAMERON AVENUE, SUITE 100
WEST COVINA, CALIFORNIA**

WEDNESDAY, MARCH 17, 2021 AT 12:00 P.M.

AGENDA

I. CALL TO ORDER **MUNOZ**

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS **MORENO**

Valerie Munoz, Chairwoman	_____	_____ (alt)
Mark Paulson, Vice-Chairman	_____	_____ (alt)
Jorge Marquez, Treasurer	_____	_____ (alt)
Bob Kuhn, Secretary	_____	_____ (alt)
Lynda Noriega	_____	_____ (alt)
Mike Whitehead	_____	_____ (alt)
Ed Chavez	_____	_____ (alt)

IV. PUBLIC COMMENTS (Agendized Matters Only): **MUNOZ**

As provided under Government Code Section 54954.3, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this Special Meeting agenda only. Please complete the appropriate request card and submit it to the Secretary, prior to the item being heard. A five-minute time limit on remarks is requested.

V. ITEMS TOO LATE TO BE AGENDIZED - Recommended Action: **MUNOZ**

Approve motion determining need to take action on item(s) which arose subsequent to posting of the Agenda (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board or, if less than two-thirds of Board members are present, a unanimous vote)

VI. CONSENT CALENDAR

MUNOZ

(Consent items may all be approved by single motion) [enc]

- (a) Minutes for 2/17/21 Regular Board Meeting
- (b) Minutes for 3/9/21 Administrative/Finance Committee – Special Joint Meeting
- (c) Minutes for 3/10/21 Legislative/Public Information Committee – Special Joint Meeting
- (d) Demands on Administrative Fund
- (e) Demands on Project Fund

VII. COMMITTEE REPORTS

(These items may require action)

- (a) Administrative/Finance Committee Report [enc]
 - 1. Discussion/Action Regarding Board of Directors Cost-of-Living Adjustment (“COLA”) for Fiscal Year 2021-2022 [enc]
 - 2. Discussion/Action Regarding San Gabriel Valley Economic Partnership Membership Renewal [enc]
 - a. Approve Renewal for 2021
 - b. Approve Demand No. E91123
 - 3. Discussion/Action Regarding Site Access License Agreement Template for the Prop 1 Regional Site Investigation South El Monte Operable Unit Project [enc]
- (b) Legislative/Public Information Committee Report [enc]
 - 1. Request for Support for AB 703- Enhancing Public Access Through Teleconferencing [enc]

VIII. OTHER ACTION/INFORMATION ITEMS

MUNOZ

(These items may require action)

- (a) Discussion/Action Regarding Monitoring Well MW5-18 License Agreement with Southern California Edison [enc]

IX. PROJECT REPORTS

COLBY

- (a) Treatment Plants:
 - 1. Baldwin Park Operable Unit
 - Arrow/Lante Well (Subarea 1) Status Operational
 - Monrovia Wells Operational
 - SGVWC B6 Plant Operational
 - SGVWC B5 Plant Operational
 - CDWC Well No. 14 Operational
 - La Puente Valley County Water District Operational
 - 2. El Monte Operable Unit
 - Eastern Shallow Zone Operational
 - Eastern Deep Zone Operational

	• GSWC Encinita Plant	Operational
	• Western Shallow Zone	Operational
3.	South El Monte Operable Unit	
	• Whitmore Street. Ground Water Remediation Treatment Facility	Operational
	• City of M.P. Well No. 5 VOC Treatment Facility	Operational
	• City of M.P. Well No. 12 VOC Treatment Facility	Operational
	• City of M.P. Well No. 15	Operational
	• City of M.P. Well Nos. 1, 3, 10 VOC Treatment Facility	Operational
	• GSWC Wells SG-1 & SG-2	Operational
	• SGVWC Plant No. 8	Operational
4.	Puente Valley Operable Unit	
	• Shallow Zone	Design
	• Deep Zone	Construction
5.	Area 3 Operable Unit	
	• City of Alhambra Phase 1	Operational
	• City of Alhambra Phase 2	Operational

X. ATTORNEY'S REPORT **PADILLA**

XI. LEGISLATIVE REPORT **MONARES**

XII. EXECUTIVE DIRECTOR'S REPORT **SCHOELLERMAN**

XIII. FUTURE AGENDA ITEMS **MUNOZ**

XIV. INFORMATION ITEMS [enc] **MUNOZ**

(a) San Gabriel Basin Water Calendar

XV. FUTURE BOARD/COMMITTEE MEETINGS **MUNOZ**

- (a) The next Administrative/Finance Committee Meeting is scheduled for Tuesday, April 13, 2021 at 10:00am
- (b) The next Legislative/Public Information Committee meeting was scheduled for Wednesday, April 14, 2021 at 11:00am
- (c) The next WQA Board meeting is scheduled for Wednesday, April 21, 2020 at 12:00 P.M. at WQA

XVI. BOARD MEMBERS' COMMENTS/REPORTS **MUNOZ**

XVII. ADJOURNMENT **MUNOZ**

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the Authority's business office located at 1720 W. Cameron Ave., Suite 100, West Covina, CA 91790, during regular business hours. When practical, these public records will also be made available on the Authority's internet web site, accessible at www.wqa.com.

DRAFT

A REGULAR MEETING OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY FEBRUARY 17, 2021 AT 12:00 P.M.

To the extent authorized by the Governor's Executive Order N-25-20 dated March 12, 2020 ("Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Reserved the Right to Suspend Application of Certain Public Meeting Requirements Under the 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 took place online and teleconference.

CALL TO ORDER

The Chairwoman called the regular meeting of the San Gabriel Basin Water Quality Authority to order and reviewed the actions anticipated on the agenda for the meeting.

ROLL CALL OF BOARD MEMBERS

Valerie Munoz, Mark Paulson, Lynda Noriega (entered late), Michael Whitehead, Ed Chavez

BOARD MEMBERS ABSENT

Jorge Marquez and Bob Kuhn

STAFF MEMBERS PRESENT

Randy Schoellerman, Executive Director; Stephanie Moreno, Executive Assistant/Outreach Coordinator; Dan Colby, Assistant Executive Director/Senior Project Manager; Mary Saenz, Director of Finance; Michelle Sanchez, Admin/Accounting Assistant; Richard Padilla, Legal Counsel

MEMBERS OF THE PUBLIC PRESENT

None.

MEMBERS OF THE PUBLIC THAT PARTICIPATED VIA ONLINE/TELECONFERENCE

Gabriel Monares, The Monares Group; Tara Robinson, Valley County Water District; Lenet Pacheco, Valley County Water District; Katrina Garcia, Upper District; Jose Martinez, Valley County Water District; Chris Lancaster, Civic Publications; Charles Trevino, Upper District

PUBLIC COMMENT

None.

ITEMS TOO LATE TO BE AGENDIZED

None.

Ms. Noriega enters the meeting.

APPOINTMENT OF COMMITTEE MEMBERS

The Chairwoman made the following committee appointments:

Administrative/Finance Committee – Paulson, Noriega and Whitehead

Legislative/Public Information Committee – Munoz, Marquez and Kuhn

Regular scheduling of the Engineering Committee was discontinued, and no members were appointed.

CONSENT CALENDAR

Mr. Whitehead moved to approve the consent calendar. Ms. Munoz seconded the motion, and it was approved by a roll call vote.

AYES: MUNOZ, PAULSON, NORIEGA, WHITEHEAD, CHAVEZ

NO: NONE

ABSTENTIONS: Mr. Whitehead abstained from Project Demand Nos: E91095. Ms. Noriega abstained from Project Demand No. E91094

COMMITTEE REPORTS

Administrative/Finance Committee Report

Mr. Schoellerman reported that the minutes for the committee meeting were enclosed for review.

Discussion/Action Regarding Draft Reserve Fund Policy

Ms. Saenz reported that staff was recommending that a reserve policy be adopted to enable the WQA to establish a prudent level of reserve funds to provide financial resources for daily operations as well as planned projects and scheduled and unscheduled expenses. She indicated that the Reserve Fund Policy would establish a designated assessment reserve with a recommended minimum level of 75% of current year budgeted expenses as well as a policy for restricted reserves. She noted that the Reserve Fund Policy would be used in conjunction with the annual WQA budget process to assist in the determination of the annual assessment level necessary to fund WQA's operations.

Ms. Noriega asked if there was a time frame that this policy needed to be adopted by and questioned if this item went along with the budget and assessment discussion that is to come for the next fiscal year. She also commented that we may or may not receive federal funds and that needed to be considered.

Mr. Whitehead agreed with Ms. Noriega and that going forward this item should be discussed when determining the fiscal year assessment. He also said he supported funding sustainability policy.

Ms. Munoz commented that raising the assessment looks to be inevitable in order to keep the reserves at 75% and would have to raise it sooner rather than later. She was concerned with how the water companies felt regarding this.

Mr. Whitehead commented that some water companies have already projected their costs for 2022 and it was important to get these policies done as soon as possible. He questioned that

if we follow the schedule that staff has presented will that increase be sufficient.

Ms. Noriega commented that some water companies must go through a Prop 218 process in order to raise rates and as much notice that water companies can get is best. She also commented that she was concerned with the funding sustainability.

Mr. Paulson commented that we haven't had a policy thus far and advanced notice is needed. He noted that he supported a gradual increase.

Ms. Saenz commented that an option to be considered was to start with a 50% reserve level right now and note that the goal was to reach 75%. This was to avoid having to raise the assessment sooner.

*Approve Administrative Procedure
No. 41*

After detailed discussion, Mr. Paulson moved to approve Administrative Procedure No. 41 with the following language: "Maintain minimum assessment reserves at six (6) months or 50 percent of current year budgeted expenses with a goal of achieving assessment reserves of nine (9) months or 75 percent of current year budgeted expenses." Mr. Whitehead seconded the motion and it was approved by the following roll call vote:

AYES: MUNOZ, PAULSON, NORIEGA, WHITEHEAD,
CHAVEZ

NO: NONE

*Discussion/Action Regarding
Operation and Maintenance Task
Order for Avocet Environmental,
Inc.*

Mr. Schoellerman reported that Avocet Environmental, Inc. (Avocet) has been operating and maintaining WQA's Whitmore Street Groundwater Remediation Facility for the past 13 years and the current Task Order authorization concludes February 28, 2021. He indicated that the Admin/Finance Committee is recommending issuing a Task Order to Avocet to extend operation of the system for an additional two years. Finally, he noted that the project was expected to receive Prop 68 funding.

After brief discussion, Mr. Paulson moved to approve the task order for Avocet Environmental, Inc. Mr. Whitehead seconded the motion and it was approved by the following roll call vote:

AYES: MUNOZ, PAULSON, NORIEGA, WHITEHEAD,
CHAVEZ

NO: NONE

*Legislative/Public Information
Committee Report*

Mr. Schoellerman reported that the minutes for the committee meeting were enclosed for review.

He noted that invitations to city council members for the next

**OTHER
ACTION/INFORMATION
ITEMS**

***Draft San Gabriel Basin
Groundwater Quality
Management and Remediation
Plan “§406 Plan” for 2021***

special update for cities webinar had gone out.

Mr. Schoellerman reported that on January 20, 2021 the Board authorized staff to post the Draft §406 Plan for 2021 for a 25-day public comment period ending February 16, 2021. He noted that staff posted notices of the public comment period in La Opinion and the San Gabriel Valley Tribune as well as WQA’s website. Additionally, the item was reviewed at February’s Admin/Finance Committee meeting. He indicated that no comments were received during that meeting and none had been submitted otherwise. He noted that staff updated a section noting that in 2020 EPA had declined to set a federal MCL for perchlorate.

Mr. Whitehead noted that regardless of the lack of a federal MCL for perchlorate, the state MCL of 6 ppb still applies.

After brief discussion, Ms. Noriega moved to adopt the San Gabriel Basin Groundwater Quality Management and Remediation Plan for 2021. Ms. Munoz seconded the motion and it was approved by the following roll call vote:

AYES: MUNOZ, PAULSON, NORIEGA, WHITEHEAD, CHAVEZ

NO: NONE

PROJECT REPORTS

Mr. Colby reported that there was good progress with Hydropunch work at the Arbor Courtyard property. He also reported that WQA has received written access from 10 of the 12 sites for the Prop 1 Regional Site Investigation project in the SEMOU. He noted that Regional Board would follow up with the remaining two sites. He lastly noted that staff was working with legal counsel on an agreement for the 10 sites that have granted access.

ATTORNEY’S REPORT

None.

LEGISLATIVE REPORT

Mr. Monares reported that the last day to for state bills to be submitted was February 19, 2021 and he would get a list for the Executive Director to review for possible recommendations to the Board. He also reported that there would be a hearing to confirm Xavier Baccera for Health and Human Services Secretary, and if he is confirmed California would get a new Attorney General. He noted that there could be some possible federal funding opportunities for PFAS.

**EXECUTIVE DIRECTOR’S
REPORT**

Mr. Schoellerman reported that letters went out to cities asking for support of WQA’s resolution calling for the return of limited earmarks and funding for basin cleanup projects.

Additionally, letters were sent to SGV federal representatives and the two Senators. He indicated that staff is working with Kadesh & Associates to schedule meetings with the U.S. Bureau of Reclamation (USBR) regarding WQA's budget requests. He noted that a Deputy Commissioner has been appointed and that the Commissioner would be appointed after the Secretary of the Interior is confirmed.

Next, Mr. Schoellerman reported that he would providing a briefing on WQA to the new directors from Three Valleys and Upper District.to introduce them to the WQA. He also reported that the Gualco Group was working to set up meetings with the State Water Board and other agencies in the next few weeks. He also noted that staff continued to work on the Prop 68 grant agreements.

FUTURE AGENDA ITEMS

None.

**FUTURE BOARD AND
COMMITTEE MEETINGS**

The Admin/Finance Committee Meeting was scheduled for Tuesday, March 9, 2021 at 10:00 am.

A Legislative/Public Information Committee was scheduled for Wednesday, March 10, 2021 at 11:00 am.

The next WQA Board meeting will be held on Wednesday, March 17, 2021 at 12 pm.

**BOARD MEMBERS'
COMMENTS/
REPORTS**

None.

ADJOURNMENT

The Chairwoman asked if there were any other items of business to come before the Board. There being none, the meeting was adjourned to March 17, 2021.

Valerie Munoz
Chairwoman

Bob Kuhn
Secretary

DRAFT

SAN GABRIEL BASIN WATER QUALITY AUTHORITY ADMINISTRATIVE/FINANCE COMMITTEE AND SPECIAL MEETING OF THE BOARD OF DIRECTORS MARCH 9, 2021 AT 10:00 A.M.

To the extent authorized by the Governor's Executive Order N-25-20 dated March 12, 2020 ("Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Reserved the Right to Suspend Application of Certain Public Meeting Requirements Under the 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 Administrative/Finance Committee and Special meeting of the Board took place online and teleconference.

CALL TO ORDER

Mr. Whitehead called the regular meeting of the San Gabriel Basin Water Quality Authority to order and reviewed the actions anticipated on the agenda for the meeting.

COMMITTEE MEMBERS PRESENT

Mike Whitehead and Mark Paulson

WATERMASTER LIASON

Dave Michalko

COMMITTEE MEMBERS ABSENT

Lynda Noriega

OTHER BOARD MEMBERS PRESENT

Bob Kuhn

STAFF MEMBERS PRESENT

Randy Schoellerman, Executive Director; Stephanie Moreno, Executive Assistant/Public Outreach Coordinator; Dan Colby, Assistant Executive Director/Senior Project Manager; Mary Saenz, Director of Finance; Michelle Sanchez, Administrative/Accounting Assistant

MEMBERS OF THE PUBLIC PRESENT

Lenet Pacheco, Valley County Water District, Brian Bowcock, Three Valleys MWD, Tara Robinson, Valley County Water District

PUBLIC COMMENT

None.

Discussion Regarding Board of Directors Cost-of-Living Adjustment ("COLA") for Fiscal year 2021-2022

Ms. Saenz reported that each year at this time the Board considers a cost-of-living adjustment for the daily stipend per WQA procedures. She noted that staff is recommending the Committee review the relevant cost of living indicators and applicable CA Water Code requirements when considering this option. She reviewed the attached CPI-U Table 4 which indicates that the Los Angeles/Long Beach/Anaheim CPI for January 2021 is 0.9%. She indicated that increasing Board Member compensation by this amount would comply with the requirements of WQA Procedure No. 23 and the CA Water Code. She noted that if the Board elects to increase the

compensation by the January 2021 CPI-U, the rate would increase from \$149.43 to \$150.77. She also reported that 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. Lastly, she reported that for any proposed increase, the Board would need to approve an ordinance at a noticed public hearing pursuant to the CA Water Code.

Mr. Paulson commented that he felt an increase would send the wrong message at this time.

Mr. Whitehead commented that he did not think it was the appropriate time to take an increase but would like the full board to discuss it.

After some discussion, the committee recommended that this item go to the full Board for discussion with a recommendation to not increase the Board Member daily stipend at this time.

Discussion Regarding Accounting Services for Proposition 68 Grant Renewal

Ms. Saenz reported that WQA has received two Proposition 68 grants totaling \$35M from the State Water Resources Control Board Division of Financial Assistance to fund Treatment & Remediation costs for 21 water treatment facilities for a period of 4 to 5 years. She indicated that the water purveyors would be submitting their costs to WQA on a quarterly basis, and WQA would review the costs for eligibility and prepare invoices for submittal to DFA for reimbursement. The DFA grant also requires a match, so matching costs will also need to be reviewed and submitted as part of the reimbursement process. She indicated that based on the significant level of effort required staff is recommending contracting the services of an accounting consultant to perform these tasks. She outlined a fee for service proposal submitted by CA Consulting Services, LLC. for an amount not to exceed \$250,000 and indicated the costs would be reimbursable under the grant. She noted that Mr. Castellanos has worked with the WQA in the past and is very familiar with the WQA grant invoicing process which makes him uniquely qualified.

Mr. Whitehead commented that he wanted to make sure that WQA has followed all state guidelines regarding a proposal like this.

Ms. Saenz commented that WQA is following all procedures and guidelines.

Mr. Kuhn asked if WQA needed to match the amount and were only partners going to be working on this project.

Ms. Saenz commented that there was no match needed for this and that other non-partners would be working on this project as well.

After detailed discussion, the committee recommended that this item go to the full Board for approval.

Discussion Regarding San Gabriel Valley Economic Partnership Membership Renewal

Mr. Schoellerman reported that 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. He indicated that 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. He noted that it also gives the WQA a seat on the Board of the Directors.

After some discussion, the committee recommended that SGVEP Membership renewal go to the full Board for approval.

Discussion Regarding Site Access Agreement Template for the Prop 1 Regional Site Investigation South El Monte Operable Unit Project

Mr. Schoellerman reported that WQA's Regional Site Investigation South El Monte Operable Unit Proposition 1 Grant Project will require site access for 12 properties. He noted that the work will include the collection and analysis of soil matrix, soil vapor and groundwater samples at each location. He indicated that to facilitate the site access agreement process, staff and WQA legal counsel have developed the attached license agreement template for use at each location. He reported that 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.

Mr. Whitehead commented that a template is good for consistency and asked if the WQA has engaged with any of the 12 property owners yet.

Mr. Colby indicated that so far 10 of the 12 property owners have confirmed in writing that they are willing to provide WQA access for the investigative work.

Mr. Whitehead asked if staff could provide a report on the findings that they have so far at these sites.

Mr. Colby reported that staff is reviewing five draft reports along with the L.A. Regional Water Quality Control Board and that he could make them available once finalized.

After some discussion, the committee recommended that the site access template and authorization for the Executive Director to execute the 12 agreements subject to final legal counsel review go to the full Board for approval.

EXECUTIVE DIRECTOR'S REPORT

Mr. Schoellerman reported that staff is working many items that will be coming to the committee for review in the next month. He noted that staff has begun to work on the budget for

FY 21/22 and would have a workshop in April with expected adoption in May. He reported that staff is developing a fee policy with legal counsel to offset some of WQA's costs and would have more to discuss at the next committee meeting. He noted that work continues to secure funding in DC and that the House has proposed allowing some earmarks. He lastly noted that staff is setting up meetings with members of the State Water Board to discuss WQA activities.

ADJOURNMENT

Mr. Whitehead asked if there were any other items of business to come before the Board. There being none, the meeting was adjourned.

Valerie Munoz
Chairwoman

Bob Kuhn
Secretary

DRAFT

SAN GABRIEL BASIN WATER QUALITY AUTHORITY LEGISLATIVE/PUBLIC INFORMATION COMMITTEE AND SPECIAL MEETING OF THE BOARD OF DIRECTORS MARCH 10, 2021 AT 11:00 A.M.

To the extent authorized by the Governor's Executive Order N-25-20 dated March 12, 2020 ("Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Reserved the Right to Suspend Application of Certain Public Meeting Requirements Under the 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 Legislative/Public Information Committee and Special meeting of the Board took place online and teleconference.

CALL TO ORDER

The Chairman called the regular meeting of the San Gabriel Basin Water Quality Authority to order and reviewed the actions anticipated on the agenda for the meeting.

COMMITTEE MEMBERS PRESENT

Valerie Munoz, Bob Kuhn and Jorge Marquez

WATERMASTER LIASON

Marty Zvirbulis

COMMITTEE MEMBERS ABSENT

None

OTHER BOARD MEMBERS PRESENT

None

STAFF MEMBERS PRESENT

Randy Schoellerman, Executive Director; Stephanie Moreno, Executive Assistant/Public Outreach Coordinator; Dan Colby, Assistant Executive Director/Senior Project Manager; Mary Saenz, Director of Finance; Michelle Sanchez, Administrative/Accounting Assistant

MEMBERS OF THE PUBLIC PRESENT

Chris Lancaster, Civic Publications; Mike Ti, Three Valleys Municipal Water District; Gabriel Monares, The Monares Group

Discussion Regarding Next Advertorial

Mr. Lancaster reported that Civic Leadership Publication that took place of the Rose Magazine has been published. He indicated that the next advertorial would be in the Earth Day publication that would come out the week of April 14th. He noted that the focus of the ad would be how the WQA is engaging with the community by providing updates to the city officials and use the last city update as an example. He also noted that a social media campaign would go along with this ad during the week of April 14th.

Report on State Bills

Mr. Monares reviewed a list of State bills that staff would watch: AB1(Garcia) Hazardous Waste

AB 1195 (Garcia) To create the Southern Los Angeles County Regional Water Agency

AB 1500 (Eduardo Garcia) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022

SB 42 (Wieckowski) Department of Toxic Substances Control: Board of Environmental Safety

SB 45 (Portantino) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022

Mr. Monares noted that if anyone has questions regarding any bill to contact him and he would provide assistance.

Mr. Schoellerman reported that staff has received some background information on AB 703 (Rubio) that would enhance public access through teleconferencing. He noted that Three Valleys Municipal Water District was requesting support for this bill.

Mr. Kuhn commented that the intention of this bill was to provide another layer of transparency and option for public participation.

The committee recommended that a letter of support for AB 703 go to the full Board for discussion.

Legislative Activities/Reports

State

Mr. Schoellerman reported that Bob Gore from The Gualco Group was setting up meetings with members of the State Water Board to discuss WQA activities.

Federal

Mr. Monares reported that the WQA staff met with Kadesh & Associates and Akin Gump Strauss Hauer & Feld LLP to discuss PFAS legislation. He also noted that it looked like limited earmarks would be coming back.

Mr. Schoellerman reported that WQA would be scheduling meetings with the Bureau of Reclamation in the next few weeks to discuss WQA's funding request.

EXECUTIVE DIRECTOR'S REPORT

Mr. Schoellerman reported that WQA held its special update for city officials webinar on March 4th. He noted that attendance had increased from the previous webinar and the topics included Prop 68, the SGV cleanup, and the benefit of

earmarks for the cleanup. Staff received good feedback with topic suggestions, and another webinar would be scheduled in a few months.

ADJOURNMENT

The Chairwoman asked if there were any other items of business to come before the Board. There being none, the Board meeting was adjourned.

Valerie Munoz
Chairwoman

Bob Kuhn
Secretary

DRAFT

The following demands on the Administration Fund Account at Bank of the West are hereby submitted for payment.

Check No.	Payable to	Description	Amount
D01817	Bob Kuhn	Board Member Compensation for February 2021	
		4 Days WQA Business	597.72
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(45.73)
			551.99
D01818	Michael Whitehead	Board Member Compensation for February 2021	
		2 Days WQA Business	298.86
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(22.86)
			276.00
D01819	Ed Chavez	Board Member Compensation for February 2021	
		6 Days WQA Business	896.58
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(68.59)
			827.99
D01820	Jorge Marquez	Board Member Compensation for February 2021	
		4 Days WQA Business	597.72
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(293.75)
			303.97
D01821	Valerie Munoz	Board Member Compensation for February 2021	
		5 Days WQA Business	747.15
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(57.15)
			690.00
D01822	Mark Paulson	Board Member Compensation for February 2021	
		2 Days WQA Business	298.86
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(22.86)
			276.00
D01823	Lynda Noriega	Board Member Compensation for February 2021	
		1 Day WQA Business	149.43
		Meeting/Travel Expenses/Other	0.00
		Less Deferred Compensation	0.00
		Less Taxes Withheld	(11.43)
			138.00
EFT/ACH	SGBWQA - Payroll Fund	Replenish payroll fund for February 2021	
		Staff Payroll	75,737.89
		Board Payroll Taxes - Federal & State	796.72
			76,534.61
		Total replenishment to payroll fund	79,598.56
EFT/ACH	SGBWQA - Revolving Fund	Replenish revolving fund for 2/01/21 to 2/28/21 disbursements	
		Group Insurance	1,755.95
		Dues and Subscriptions	625.00
		Office Supplies	310.08
		Telephone Service	513.08
		Plant & Water Service	62.33
		Miscellaneous Office Expense	71.59
		Copier Machine	411.72
		Computer Systems O&M	765.97
		Public Relations	236.00
		Training	59.00
		Meetings and Conferences	106.01
		Project Costs	1,436.24
			6,352.97

ml
3-11-21

DRAFT

The following demands on the Administration Fund Account at Bank of the West are hereby submitted for payment.

Check No.	Payable to	Description	Amount
E91104	ACWA/JPIA	Invoice No. 662003, Medical and life insurance premiums for April 1, 2021 to May 1, 2021	7,900.33
E91105	Accent Computer Solutions, Inc.	Invoice No. 141873, Professional IT services for March 2021	1,364.76
E91106	Bank of America	Invoice No. '21-1Jan-DC', Credit Card Expenses incurred for 1/01/21 to 1/31/21 Miscellaneous Office Expense	37.71
E91107	Bank of America	Invoice No. '21-2Feb-RS', Credit Card Expenses incurred for 2/01/21 to 2/28/21 Internet Service Office Supplies	29.95 372.75
E91108	Bank of America	Invoice No. '21-2Feb-SM', Credit card expenses incurred for 2/01/21 to 2/28/21 Computer Systems O&M	600.00
E91109	Civic Publications	Professional services for community outreach - WQA Annual Report 2019-2020 & Civic Leadership Invoice No. 1628, WQA Annual Report Invoice No. 1634, Civic Leadership	26,328.00 15,699.00
E91110	The Gualco Group	Invoice No '21-02Feb', Professional consulting services for February 2021	5,326.65
E91111	Kadesh & Associates, LLC	Invoice No. 03-21, Professional consulting services for February 2021	15,000.00
E91112	The Monares Group, LLC	Invoice No. '21-03Mar', Professional consulting services for March 2021	16,000.00
E91113	Olivarez Madruga Lemieux O'Neill, LLP	Invoice No. 14173, Professional legal services for February 2021	3,815.00
E91114	Ruffle Properties, LLC	Office lease, CAM, and Storage for April 2021 Invoice No. '21-04Apr', Office lease Invoice No. '21-04Apr-CAM', Electricity charges Invoice No. '21-04Apr-Storage', Storage Room	6,845.79 643.20 150.00
TOTAL			186,064.67

**Board Member Per Diem**

\$149.43 per meeting, 6 meeting maximum per month

Mileage Rate: \$0.56 per mile

San Gabriel Basin WQA 2017

EXPENSE SHEET

NAME:

Bob Kuhn

MONTH/YEAR:

Feb-21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 2)	\$149.43 PER DIEM
2/9/21	WQA Administration / Finance committee	0	1	\$149.43
2/10/21	WQA Legislative / Public Info committee	0	1	\$149.43
2/23/21	Glendora City Council meeting	0	1	\$149.43
2/24/21	SGVEP Legislative Action Committee	0	1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			4	\$597.72
Total Mileage (at \$0.56 per mile)		0		\$0.00

DATE	Expense Reimbursement Description (receipts required)	Amount
	TOTAL Expenses	\$0.00
	TOTAL MEETINGS, MILEAGE, EXPENSES	\$597.72
457	Deferred Compensation Amount (enter a positive number)	
TOTAL		\$597.72

I hereby certify that I have incurred and paid all of the above expenses on behalf of the SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Signature

Please attach any fliers or back-up information regarding meetings listed above to be in compliance with AB 1234. If there are no attachments, a verbal report is required.



Water Quality Authority

Board Member Per Diem

\$149.43 per meeting, 8 meeting maximum per month

Mileage Rate: \$0.575 per mile

(updated January 2015)

EXPENSE SHEET

NAME:

Michael Whitehead

MONTH/YEAR:

Feb-21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 6)	\$149.43 PER DIEM
2/9/21	WQA Admin/Finance Committee		1	\$149.43
2/17/21	WQA Board Meeting		1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			2	\$298.86
Total Mileage (at \$0.575 per mile)		0		\$0.00

DATE	Expense Reimbursement Description	Amount	Receipt Attached
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
	TOTAL Expenses	\$0.00	
	TOTAL MEETINGS, MILEAGE, EXPENSES	\$298.86	
457	Deferred Compensation Amount (enter a positive number)		
TOTAL		\$298.86	

I hereby certify that I have incurred and paid all of the above expenses on behalf of the SAN GABRIEL BASIN WATER QUALITY AUTHORITY

**Board Member Per Diem**

\$149.43 per meeting, 6 meeting maximum per month

Mileage Rate: \$0.58 per mile

(updated January 2019)

EXPENSE SHEETNAME: Edward L. Chavez MONTH/YEAR: Feb-21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 6)	\$149.43 PER DIEM
2/2/21	City Council Meeting - City of El Monte		1	\$149.43
2/3/21	City Council Meeting - City of South Pasadena		1	\$149.43
2/9/21	City Council Meeting - City of South El Monte		1	\$149.43
2/10/21	City Council Meeting - City of Inwindale		1	\$149.43
2/18/21	Board Meeting - San Gabriel Basin Water Quality Authority		1	\$149.43
2/23/21	City Council Meeting - City of Glendora		1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			6	\$896.58
Total Mileage (at \$0.58 per mile)		0		\$0.00

DATE	Expense Reimbursement Description (receipts required)	Amount
	TOTAL Expenses	\$0.00

TOTAL MEETINGS, MILEAGE, EXPENSES		\$896.58
457	Deferred Compensation Amount (enter a positive number)	
TOTAL		\$896.58

I hereby certify that I have incurred and paid all of the above expenses on behalf of the SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Signature _____

Please attach any fliers or back-up information regarding meetings listed above to be in compliance with AB 1234. If there are no attachments, a verbal report is required.



Board Member Per Diem
 \$149.43 per meeting, 6 meeting maximum per month
 Mileage Rate: \$0.56 per mile (updated January 2021)

EXPENSE SHEET

NAME: Jorge A Marquez MONTH/YEAR: Feb. 21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 6)	\$149.43 PER DIEM
2/3/21	Meeting with WQA legislative lobbyist - updates and discussion re: 2021 year		1	\$149.43
2/8/21	Regional Chamber of Commerce - Govt affairs meeting		1	\$149.43
2/10/21	WQA LEGISLATIVE COMMITTEE		1	\$149.43
2/18/21	WQA - Update with Executive Director - Admin		1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			4	\$597.72
Total Mileage (at \$0.56 per mile)		0		\$0.00

DATE	Expense Reimbursement Description (receipts required)	Amount
TOTAL Expenses		\$0.00

TOTAL MEETINGS, MILEAGE, EXPENSES			\$597.72
457	Deferred Compensation Amount (enter a positive number)		
TOTAL			\$597.72

I hereby certify that I have incurred and paid all of the above expenses on behalf of the
 SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Please attach any fliers or back-up information regarding meetings listed above to be in compliance with AB 1234. If there are no attachments, a verbal report is required.



Board Member Per Diem
 \$149.43 per meeting, 6 meeting maximum per month
 Mileage Rate: \$0.58 per mile (updated January 2016)

EXPENSE SHEET

NAME:

Valerie Munoz

MONTH/YEAR:

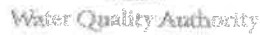
Feb-21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 6)	\$149.43 PER DIEM
2/3/21	San Gabriel Economic Partnership Mayor Jessica Ancone	0	1	\$149.43
2/10/21	WQA Lodge and Pub Meeting/San Gabriel Economic Partnership Mayor Giona Olmos	0	1	\$149.43
2/16/21	San Gabriel City Council meeting	0	1	\$149.43
2/17/21	WQA Board Meeting	0	1	\$149.43
2/18/21	WQA Update with Council Member Gabriel Quinonez	0	1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			5	\$747.15
Total Mileage (at \$0.58 per mile)		0		\$0.00

DATE	Expense Reimbursement Description (receipts required)	Amount
	TOTAL Expenses	\$0.00
	TOTAL MEETINGS, MILEAGE, EXPENSES	\$747.15
457	Deferred Compensation Amount (enter a positive number)	
TOTAL		\$747.15

I hereby certify that I have incurred and paid all of the above expenses on behalf of the SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Please attach any fliers or back-up information regarding meetings listed above to be in compliance with AB 1234. If there are no attachments, a verbal report is required.





Board Member Per Diem

\$149.43 per meeting, 6 meeting maximum per month

Mileage Rate: \$0.56 per mile

(updated January 2021)

EXPENSE SHEET

NAME:

Lynda Noriega

MONTH/YEAR:

Feb-21

DATE	MEETING DESCRIPTION	Roundtrip Mileage	# of Days (not to exceed 6)	\$149.43 PER DIEM
2/17/21	WQA Board of Directors Meeting		1	\$149.43
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Meetings			1	\$149.43
Total Mileage (at \$0.56 per mile)		0		\$0.00

DATE	Expense Reimbursement Description (receipts required)	Amount
TOTAL Expenses		\$0.00
TOTAL MEETINGS, MILEAGE, EXPENSES		\$149.43
457	Deferred Compensation Amount (enter a positive number)	
TOTAL		\$149.43

I hereby certify that I have incurred and paid all of the above expenses on behalf of the
 SAN GABRIEL BASIN WATER QUALITY AUTHORITY

DocuSigned by:

Please attach any fliers or back-up information regarding meetings listed above to be in compliance with AB 1234. If there are no attachments, a verbal report is required.

DRAFT

The following demands on the Project Fund Account and Trustee Account at Bank of the West are hereby submitted for payment.

Check No.	Payable to	Description	Amount	Funding Sources
<u>BALDWIN PARK OPERABLE UNIT</u>				
E91115	RC Foster Corporation	Project costs for Spare parts costs for February 2021		
		Invoice No. 02-21-015, Spare parts costs for February 2021	740.22	
		Invoice No. 02-21-014, Spare parts program restocking	87.60	
			827.82	CR's
<u>SOUTH EL MONTE OPERABLE UNIT</u>				
E91116	Avocet Environmental Inc.	Project costs for Whitmore Street Groundwater Remediation Facility and Site Investigation Project for February 2021		
		Invoice No. 6447 - Whitmore GW Treatment System	3,243.11	
		Invoice No. 6448 - Round 1 Prop 1-Whitmore Hydropunch	206,362.67	
		Invoice No. 6449 - Round 2 Prop 1 SGV Priority Sites	29,174.71	
			238,780.49	WQA/Prop 1
Total Project Costs			239,608.31	

mb
3-11-21

DRAFT

The following demands on the Project Fund Account at Bank of the West are hereby submitted for payment. Pursuant to the BPOU Project Agreement Section 4.7 Payment of Invoices, the following invoices were approved by the BPOU Project Committee on March 4, 2021.

Check No.	Payable to	Description	Amount	Funding Sources
<u>BALDWIN PARK OPERABLE UNIT</u>				
E91117	La Puente Valley County WD	Invoice No. 4-2021-01, Project T&R costs for January 2021	205,780.39	CR's
E91118	Main San Gabriel Basin Watermaster	Invoice No. 02-228, Administrative Project Costs for January 2021		
		Administrative costs	31,651.32	
		T&R costs	31,370.95	CR's
E91119	Suburban Water Systems	Invoice No. 59880121, for project T&R costs for January 2021	63,592.91	CR's
E91120	Valley County Water District	Project costs for January 2021		
		Invoice No. 433, T&R costs	187,557.11	
		Invoice No. 434, T&R costs	33,489.59	CR's
E91121	California Domestic Water Co.	Project costs for January 2021		
		Invoice No. 3444, T&R costs for Perchlorate	24,361.61	
		Invoice No. 3445, T&R costs for NDMA & VOC's	71,496.27	CR's
E91122	San Gabriel Valley Water Co.	Project costs for December 2020		
		Invoice No. 21-02049, B5 T&R costs	357,814.44	
		Invoice No. 21-01045, B6 T&R costs	599,044.29	
		Invoice No. 21-02052, B6 T&R Capital costs-UV Flex Treatment	368,371.78	CRs
Total BPOU Project Costs			1,974,530.66	



San Gabriel Basin Water Quality Authority

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

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Randy Schoellerman, Executive Director
Date: March 17, 2021
Subject: Board of Directors Cost-of-Living Adjustment ("COLA") for Fiscal Year 2021-2022

Recommendation

Each year at this time the Board considers a cost-of-living adjustment for the daily stipend per WQA procedures. At the March 9th Administrative / Finance Committee meeting, the Committee reviewed and discussed the relevant cost of living indicators and applicable CA Water Code requirements (as described below) in considering this option.

The Committee recommended no increase in the board stipend at this time and that the full Board discuss the options available.

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 by \$1.34 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 by \$23.61 from \$149.43 to \$173.04.

Any proposed increase would need to be approved by a Board ordinance at a noticed public hearing pursuant to the CA Water Sections noted above.

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 ¹	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
Region and area size²							
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 ³	M	1.3	0.7	0.5	1.5	0.5	0.2
New England ⁴	M	0.6	0.8	0.5	0.8	0.7	0.3
Middle Atlantic ⁴	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 ³	M	1.5	0.7	0.6	1.2	0.0	0.1
East North Central ⁴	M	0.9	0.5	0.5	0.8	-0.3	0.0
West North Central ⁴	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 ³	M	1.7	0.8	0.6	1.5	0.1	0.2
South Atlantic ⁴	M	1.8	0.6	0.5	1.6	0.0	0.1
East South Central ⁴	M	2.2	1.3	0.9	1.7	0.3	0.5
West South Central ⁴	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 ³	M	1.6	0.1	0.2	1.5	-0.2	-0.1
Mountain ⁴	M	1.2	0.1	0.3	1.0	-0.2	-0.2
Pacific ⁴	M	1.5	0.1	0.2	1.6	-0.1	-0.1
Size classes							
Size Class A ⁵	M	1.2	0.4	0.3	1.3	0.0	0.1
Size Class B/C ³	M	1.6	0.6	0.5	1.4	0.1	0.1
Selected local areas							
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 ⁶	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 ⁷	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 ⁴	1	2.2	0.9				
San Diego-Carlsbad, CA.....	1	1.7	0.4				
Tampa-St. Petersburg-Clearwater, FL ⁸	1	3.4	0.9				
Urban Hawaii.....	1	1.4	0.3				
Washington-Arlington-Alexandria, DC-VA-MD-WV ⁶	1	1.5	0.7				

¹ 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.

² 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
		with a range of		
Increase	0.90%	potential increases up		15.80%
		to		
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%
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%
Summary of CPI since last increase in 2014 =				14.9%
January 2021 CPI =				0.9%
Total Potential increase =				15.8%

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 1st 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 14th day, including therein the first day.



San Gabriel Basin Water Quality Authority

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

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Randy Schoellerman, Executive Director
Date: March 17, 2021
Subject: **San Gabriel Valley Economic Partnership Membership Renewal**

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.

The Administrative/Finance Committee reviewed this item and recommended renewing the SGVEP membership.

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 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
		Balance Due	\$20,000.00

DRAFT

The following item on the Administration Fund Account at Bank of the West are submitted for payment as part of agenda item VIII.(a)2.b

Check No.	Payable to	Description	Amount
E91123	San Gabriel Valley Economic Partnership	Invoice No. 7367, Annual renewal of Leadership package and membership dues	20,000.00
TOTAL			<u>20,000.00</u>

mlb
3-11-21



San Gabriel Basin Water Quality Authority

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

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Randy Schoellerman, Executive Director
Date: March 17, 2021
Subject: **Site Access License Agreement Template for the Proposition 1 Regional Site Investigation South El Monte Operable Unit Project**

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.

The Administrative/Finance Committee reviewed this item and recommended approval.

Recommendation / Proposed Action

Approve Proposition 1 Regional Site Investigation South El Monte Operable Unit 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

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: _____



San Gabriel Basin Water Quality Authority

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

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Randy Schoellerman, Executive Director
Date: March 17, 2021
Subject: **Request for Support for AB 703- Enhancing Public Access Through Teleconferencing**

Background

As part of his response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 in March 2020 to expand public access to meetings of local agencies by suspending some of the restrictions on teleconferencing. Allowing local agencies to utilize teleconferencing for meetings of the legislative body has enhanced public access and increased participation by the public.

With the expiration of Executive Order N-29-20, local agencies will again be required to comply with antiquated provisions of existing law which make it much more difficult to hold meetings of the legislative body by teleconference. Current law refers to “teleconference locations” and requires various actions to be taken at “teleconference locations” by local governments wishing to teleconference meetings.

Discussion

AB 703 (Rubio) will eliminate the previously existing concept of “teleconference locations”; will revise existing law to ensure minimum standards for public participation; and will revise notice requirements to allow for greater public participation in teleconference meetings of local agencies.

The Legislative/Public Information Committee recommended that the board consider supporting AB 703.

Recommendation

Approve a letter of support for AB 703.

Attachments:

Background on AB 703

AB 703 Bill Language

Draft Support Letter

Background Sheet

AB 703 (Rubio, B)

Enhancing Public Access Through Teleconferencing

BACKGROUND

As part of his response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 in March 2020 to expand public access to meetings of local agencies by suspending some of the restrictions on teleconferencing. Allowing local agencies to utilize teleconferencing for meetings of the legislative body has enhanced public access and increased participation by the public.

PROBLEM

With the expiration of Executive Order N-29-20, local agencies will again be required to comply with antiquated provisions of existing law which make it much more difficult to hold meetings of the legislative body by teleconference. Current law refers to “teleconference locations” and requires various actions to be taken at “teleconference locations” by local governments wishing to teleconference meetings. Current law does not recognize that a teleconference location is now wherever there is a person with a computer, a tablet, or a mobile phone!

Proposed Solution

AB 703 will eliminate the previously existing concept of “teleconference locations”; will revise existing law to ensure minimum standards for public participation; and will revise notice requirements to allow for greater public participation in teleconference meetings of local agencies. The bill does not require teleconferencing, but modernizes existing law to ensure greater public participation in meetings of the legislative bodies of local agencies which choose to utilize teleconferencing.

AB 703 also expresses legislative intent to improve and enhance public access to local agency meetings,

consistent with the digital age, by allowing broader access through teleconferencing options consistent with the Governors Executive Order N-29-20, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SPONSOR

- Three Valleys Municipal Water District

SUPPORT

- Three Valleys Municipal Water District

OPPOSITION

- None on File

CONTACT

Kirk Howie
Chief Administrative Officer
Three Valleys Municipal Water District
khowie@tvmwd.com
909-621-5568, X 108

ASSEMBLY BILL

No. 703

Introduced by Assembly Member Blanca Rubio

February 16, 2021

An act to amend Section 54953 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

AB 703, as introduced, Blanca Rubio. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, Executive Order N-29-20, suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic, provided that notice requirements are met, the ability of the

public to observe and comment is preserved, as specified, and that a local agency permitting teleconferencing have a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment. The bill would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided.

This bill would declare the Legislature's intent, consistent with the Governor's Executive Order N-29-20, to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 54953 of the Government Code is
- 2 amended to read:
- 3 54953. (a) All meetings of the legislative body of a local
- 4 agency shall be open and public, and all persons shall be permitted
- 5 to attend any meeting of the legislative body of a local agency,
- 6 except as otherwise provided in this chapter.
- 7 (b) (1) Notwithstanding any other provision of law, the
- 8 legislative body of a local agency may use teleconferencing for

1 the benefit of the public and the legislative body of a local agency
2 in connection with any meeting or proceeding authorized by law.
3 The teleconferenced meeting or proceeding shall comply with all
4 *otherwise applicable* requirements of this chapter and all otherwise
5 applicable provisions of law relating to a specific type of meeting
6 or proceeding.

7 (2) Teleconferencing, as authorized by this section, may be used
8 for all purposes in connection with any meeting within the subject
9 matter jurisdiction of the legislative body. All votes taken during
10 a teleconferenced meeting shall be by rollcall.

11 (3) If the legislative body of a local agency elects to use
12 teleconferencing, it shall ~~post agendas at all teleconference~~
13 ~~locations and allow members of the public to observe the meeting~~
14 ~~and address the legislative body, and it shall give notice of the~~
15 ~~meeting and post agendas as otherwise required by this chapter.~~
16 ~~The agenda shall provide an opportunity for members of the public~~
17 ~~to address the legislative body directly pursuant to Section 54954.3.~~
18 ~~In each instance in which notice of the time of the teleconferenced~~
19 ~~meeting is otherwise given or the agenda for the meeting is~~
20 ~~otherwise posted, the local agency must also give notice of the~~
21 ~~means by which members of the public may observe the meeting~~
22 ~~and offer public comment. The legislative body shall conduct~~
23 ~~teleconference meetings in a manner that protects the statutory~~
24 ~~and constitutional rights of the parties or the public appearing~~
25 ~~before the legislative body of a local agency. Each teleconference~~
26 ~~location shall be identified in the notice and agenda of the meeting~~
27 ~~or proceeding, and each teleconference location shall be accessible~~
28 ~~to the public. During the teleconference, at least a quorum of the~~
29 ~~members of the legislative body shall participate from locations~~
30 ~~within the boundaries of the territory over which the local agency~~
31 ~~exercises jurisdiction, except as provided in subdivision (d). The~~
32 ~~agenda shall provide an opportunity for members of the public to~~
33 ~~address the legislative body directly pursuant to Section 54954.3~~
34 ~~at each teleconference location. If the legislative body uses~~
35 ~~teleconferencing to hold a meeting, the legislative body must have~~
36 ~~and implement a procedure for receiving and swiftly resolving~~
37 ~~requests for reasonable accommodation for individuals with~~
38 ~~disabilities, consistent with the federal Americans with Disabilities~~
39 ~~Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in~~
40 ~~favor of accessibility. The procedure for receiving and resolving~~

1 *requests for accommodation must be noticed each time notice of*
2 *the means by which members of the public may observe the*
3 *teleconference meeting and offer public comment is made.*

4 (4) For the purposes of this section, “teleconference” means a
5 meeting of a legislative body, the members of which are in different
6 locations, connected by electronic means, through either audio or
7 video, or both. Nothing in this section shall prohibit a local agency
8 from providing the public with additional teleconference locations.

9 (c) (1) No legislative body shall take action by secret ballot,
10 whether preliminary or final.

11 (2) The legislative body of a local agency shall publicly report
12 any action taken and the vote or abstention on that action of each
13 member present for the action.

14 (3) Prior to taking final action, the legislative body shall orally
15 report a summary of a recommendation for a final action on the
16 salaries, salary schedules, or compensation paid in the form of
17 fringe benefits of a local agency executive, as defined in
18 subdivision (d) of Section 3511.1, during the open meeting in
19 which the final action is to be taken. This paragraph shall not affect
20 the public’s right under the California Public Records Act (Chapter
21 3.5 (commencing with Section 6250) of Division 7 of Title 1) to
22 inspect or copy records created or received in the process of
23 developing the recommendation.

24 ~~(d) (1) Notwithstanding the provisions relating to a quorum in~~
25 ~~paragraph (3) of subdivision (b), if a health authority conducts a~~
26 ~~teleconference meeting, members who are outside the jurisdiction~~
27 ~~of the authority may be counted toward the establishment of a~~
28 ~~quorum when participating in the teleconference if at least 50~~
29 ~~percent of the number of members that would establish a quorum~~
30 ~~are present within the boundaries of the territory over which the~~
31 ~~authority exercises jurisdiction, and the health authority provides~~
32 ~~a teleconference number, and associated access codes, if any, that~~
33 ~~allows any person to call in to participate in the meeting and the~~
34 ~~number and access codes are identified in the notice and agenda~~
35 ~~of the meeting. (2) Nothing in this subdivision shall be construed~~
36 ~~as discouraging health authority members of a legislative body~~
37 ~~from regularly meeting at a common physical site within the~~
38 ~~jurisdiction of the authority local agency or from using~~
39 ~~teleconference locations within or near the jurisdiction of the~~
40 ~~authority. A teleconference meeting for which a quorum is~~

1 established pursuant to this subdivision shall be subject to all other
2 requirements of this section: *local agency*.

3 (3) ~~For purposes of this subdivision, a health authority means~~
4 ~~any entity created pursuant to Sections 14018.7, 14087.31,~~
5 ~~14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare~~
6 ~~and Institutions Code, any joint powers authority created pursuant~~
7 ~~to Article 1 (commencing with Section 6500) of Chapter 5 of~~
8 ~~Division 7 for the purpose of contracting pursuant to Section~~
9 ~~14087.3 of the Welfare and Institutions Code, and any advisory~~
10 ~~committee to a county sponsored health plan licensed pursuant to~~
11 ~~Chapter 2.2 (commencing with Section 1340) of Division 2 of the~~
12 ~~Health and Safety Code if the advisory committee has 12 or more~~
13 ~~members.~~

14 SEC. 2. It is the intent of the Legislature in enacting this
15 measure to improve and enhance public access to local agency
16 meetings into the future, and considering the digital age, by
17 allowing broader access through teleconferencing options
18 consistent with the Governor's Executive Order 29-20 dated March
19 17, 2020, permitting expanded use of teleconferencing during the
20 COVID-19 pandemic.

21 SEC. 3. The Legislature finds and declares that Section 1 of
22 this act, which amends Section 54953 of the Government Code,
23 furthers, within the meaning of paragraph (7) of subdivision (b)
24 of Section 3 of Article I of the California Constitution, the purposes
25 of that constitutional section as it relates to the right of public
26 access to the meetings of local public bodies or the writings of
27 local public officials and local agencies. Pursuant to paragraph (7)
28 of subdivision (b) of Section 3 of Article I of the California
29 Constitution, the Legislature makes the following findings:

30 This act is necessary to ensure minimum standards for public
31 participation and notice requirements allowing for greater public
32 participation in teleconference meetings.

DRAFT

March 18, 2021

Assembly Member Blanca Rubio
California State Assembly
State Capitol, Room 5175
P.O. Box 942849
Sacramento, CA 94249-0048

RE: Assembly Bill 703 (Rubio) – Support [As Introduced]

Dear Assembly Member Rubio:

The San Gabriel Bains Water Quality Authority (WQA) is pleased to support your Assembly Bill 703, related to enhancing public access through teleconferencing in a public meeting setting.

As part of his response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 in March 2020 to expand public access to meetings of local agencies by suspending some of the restrictions on teleconferencing. Allowing local agencies to utilize teleconferencing for meetings of the legislative body has enhanced public access and increased participation by the public.

When the Governor's Executive Order expires one day, local agencies will again be required to comply with antiquated provisions of existing law which make it much more difficult to hold meetings of the legislative body by teleconference. Current law refers to "teleconference locations" and requires various actions to be taken at "teleconference locations" by local governments wishing to teleconference meetings. Current law does not recognize that a teleconference location is now wherever there is a person with a computer, a tablet, or even a mobile phone.

AB 703 will eliminate the previously existing concept of "teleconference locations" and will revise notice requirements to allow for greater public participation in teleconference meetings of local agencies. The bill does not require teleconferencing, rather it modernizes existing law to ensure greater public participation in meetings of the legislative bodies of local agencies who choose to utilize teleconferencing.

AB 703 also expresses legislative intent to improve and enhance public access to local agency meetings, consistent with the digital age, by allowing broader access through teleconferencing options consistent with the Governors Executive Order.

For these reasons, WQA is pleased to support your Assembly Bill 703 (Rubio). If you have questions about our position or would like to discuss further, you may contact me at (626) 338-5555 or at randy@wqa.com

Sincerely,

Randy Schoellerman, PE
Executive Director
San Gabriel Basin Water Quality Authority

cc: San Gabriel Valley Delegation
Kirk Howie, Three Valleys Municipal Water District (khowie@tvmwd.com)
Kristi Foy, Mike Arnold & Associates (kfoyl@marnold.com)



San Gabriel Basin Water Quality Authority

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

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Randy Schoellerman, Executive Director
Date: March 17, 2021
Subject: Monitoring Well MW5-18 License Agreement with Southern California Edison

Summary

Staff is recommending a five-year renewal of a site access license agreement with Southern California Edison (Edison) for Baldwin Park Operable Unit (BPOU) monitoring well MW5-18.

Discussion

In the 1990's WQA managed the construction of several monitoring wells in the BPOU. WQA also executed long term site access agreements with the different entities that owned the property the wells were constructed on. Over the past few years there has been an effort to consolidate all of the BPOU monitoring well license agreements with WQA.

Monitoring well MW5-18 was constructed on a vacant portion of Edison's Dalton Substation property in the City of Irwindale. The current 5-year agreement is set to expire March 31, 2021 and Edison has offered another 5-year renewal (their maximum length) through March 31, 2026. The initial annual license fee due at execution of the agreement is \$761.32 with annual payments increasing 3% each year to a maximum of \$856.88 in the fifth year. Additionally, a new requirement was added for this renewal that requires WQA to obtain a \$15,000 performance bond for the restoration of the site should the agreement be terminated. The costs of this agreement are reimbursable to WQA under the BPOU Project Agreement.

Recommendation / Proposed Action

Approve Monitoring Well MW5-18 License Agreement with Southern California Edison.

Attachment: Draft Monitoring Well License Agreement with Southern California Edison

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

L I C E N S E A G R E E M E N T
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Licensor/Licensee

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MONITORING WELLS

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and SAN GABRIEL BASIN WATER QUALITY AUTHORITY, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 8619-019-800, situated in the City of Irwindale, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for 1 monitoring well purposes only. Licensors makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensors in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of April, 2021 and ending on the last day of March, 2026. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensors the sum of Seven Hundred Sixty One and 32/100 Dollars (\$761.32) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensors must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensors. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2021	\$761.32	April
Second Year	2022	\$784.16	April
Third Year	2023	\$807.69	April
Fourth Year	2024	\$831.92	April
Fifth Year	2025	\$856.88	April

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: **(MODIFIED)** During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensors, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensors.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensors, its officers, agents and employees

Initial (____)/(____/____)
Licensors/Licensee

as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) As applicable to the activities under this agreement, Licensee, and as applicable its subcontractors, will maintain either Environment Pollution Liability Insurance or Contractor Pollution Liability Insurance, or other similar so-called insurance policy as used by the insurance industry, providing coverage for (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (ii) property damage on, under or migrating from Licensor's property, and including physical injury to or destruction of tangible property that has not been physically injured or destroyed, (iii) defense, including costs and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damage, and for losses caused by pollution conditions that arise from operations of SAN GABRIEL BASIN WATER QUALITY AUTHORITY. Such insurance shall cover both sudden and non-sudden events, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in clean-up costs, bodily injury, and property damage. The insurance shall be maintained with limits of no event less than five million dollars (\$5,000,000) per occurrence or per claim and five million dollars (\$5,000,000) in the annual aggregate. Such insurance shall name Licensor, its officers, agents and employees as additional insureds. Such insurance shall apply separately to each insured against whom a claim is made or brought, except with respect to the limits of insurance. If the coverage is on a claims-made basis, Licensor shall continue to maintain such coverage for a period of at least five (5) years after termination of this License. The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

(e) Bond:

- (a) Prior to Licensee or Licensee's contractors or agents entering onto the Property pursuant to Section 5 of this Agreement, Licensee shall deliver to Licensor a payment and performance bond substantially in the form attached hereto as Exhibit "B",

Initial (____)/(____/____)
Licensor/Licensee

acceptable to Licensor and issued by an approved surety acceptable to Licensor in its reasonable discretion. Licensee shall maintain the bond in an amount equal \$15,000 ("Bond Amount"), until Licensor notifies Licensee in writing that Licensee has acceptably completed all of its obligations under this Agreement and Licensee can terminate the bond. The surety must be a company that (A) is listed on the United States Department of Treasury's most recent and effective listing of Approved Sureties (as listed in Circular 570 or its successor); and (B) is an admitted surety insurer authorized to transact the business of surety in the State of California; and (C) has an A.M. Bests Insurance Rating of not less than A: and (D) is a writer of bonds of value not greater than surety's underwriting limitation, as set forth in Circular 570 or its successor.

- (b) If all terms of this agreement are not faithfully and fully performed by Licensee, the bond filed with Licensor will be forfeited to the amount of damages determined by Licensor. If damages exceed the amount of the bond, Licensee hereby acknowledges liability for such excess.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that

Initial (____)/(____/____)
Licensor/Licensee

any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

Initial (____)/(____/____)
Licensor/Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and

Initial (____)/(____/____)
Licensor/Licensee

Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

Initial (____)/(____/____)
Licensor/Licensee

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (f) Any attempt to exclude Licensor from the licensed premises.

Initial (____)/(____/____)
Licensor/Licensee

- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensors shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensors provides an initial written notice of such failure. After providing initial notice under this provision, Licensors will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensors at law or in equity, Licensors shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensors.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensors shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensors shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensors be responsible for the value of Licensee's personal property.

Licensors shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensors related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies

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Licensors/Licensee

and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies

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about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: San Gabriel Basin Water Quality Authority
1720 West Cameron Avenue, Suite 100
West Covina, CA 91790

Business Telephone No. (626) 338-5555

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(THIS SPACE LEFT BLANK INTENTIONALLY)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

ARYN REYNOLDS
Real Estate Specialist
Land Management – Metro Region
Vegetation & Land Managment

Date

LICENSEE:

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

By _____
RANDY SCHOELLERMAN, Executive Director

Date

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APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval prior to the start of any construction on “Licensor” property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

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A D D E N D U M

MONITORING WELLS

- A. Licensee shall, at its sole expense, provide to Licensor, copies of all results of testing performed on samples from the Property in the possession of Licensee.
- B. Licensee shall, at its sole expense, carry out all activities necessary to comply with laws and regulations applicable to such monitoring wells, and upon termination or expiration of this Agreement, Licensee shall, at its sole expense, remove the monitoring well(s) from the Property, backfill all excavation to 90% of soil density, and carry out such additional activities necessary to comply with laws and regulations applicable to such removal.

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Calendars



Mar 12 - Jun 11, 2021

Wednesday Mar 17, 2021

- 8:00am - 10:30am [TVMWD Board Meeting](#)
- 10:00am - 11:00am [ACWA DC Conf. Session 1](#)
- 12:00pm - 1:00pm [WQA Board Meeting](#)
- 1:30pm - 2:30pm [WM Administrative Committee Mtg](#)

Monday Mar 22, 2021

- 10:00am - 11:30am [SGVWA Leg. Committee Meeting](#)
- 11:30am - 1:00pm [SGVWA Board Meeting](#)

Tuesday Mar 23, 2021

- 4:00pm - 5:00pm [USGVMWD Water Resources & Facility Management Committee](#)

Wednesday Mar 24, 2021

- 8:00am - 9:00am [USGVMWD Board Meeting](#)
- 10:00am - 11:00am [ACWA DC Conf. Session 2](#)

Thursday Mar 25, 2021

- 10:15am - 11:00am [SCWUA Meeting](#)
- 4:00pm - 5:00pm [USGVMWD Admin & Finance Committee meeting](#)

Wednesday Mar 31, 2021

- 10:00am - 11:00am [ACWA DC Conf. Session 3](#)

Wednesday Apr 7, 2021

- 8:00am - 10:30am [TVMWD Board Meeting](#)
- 2:30pm - 3:30pm [Watermaster Board Meeting](#)

Tuesday Apr 13, 2021

- 10:00am - 11:00am [WQA Admin/Finance Committee](#)
- 4:00pm - 5:00pm [USGVMWD Gov Affairs Committee Meeting](#)

Wednesday Apr 14, 2021

8:00am - 9:00am [USGVMWD Board Meeting](#)

11:00am - 12:00pm [WQA Leg/Pub Committee](#)

1:30pm - 3:00pm [WM Basin Watermaster Committee Mtg](#)

Wednesday Apr 21, 2021

8:00am - 10:30am [TVMWD Board Meeting](#)

12:00pm - 1:00pm [WQA Board Meeting](#)

1:30pm - 2:30pm [WM Administrative Committee Mtg](#)

Thursday Apr 22, 2021

4:00pm - 5:00pm [USGVMWD Admin & Finance Committee meeting](#)

Monday Apr 26, 2021

10:00am - 11:30am [SGVWA Leg. Committee Meeting](#)

11:30am - 1:00pm [SGVWA Board Meeting](#)

Tuesday Apr 27, 2021

4:00pm - 5:00pm [USGVMWD Water Resources & Facility Management Committee](#)

Wednesday Apr 28, 2021

8:00am - 9:00am [USGVMWD Board Meeting](#)

Wednesday May 5, 2021

8:00am - 10:30am [TVMWD Board Meeting](#)

2:30pm - 3:30pm [Watermaster Board Meeting](#)

Tuesday May 11, 2021

10:00am - 11:00am [WQA Admin/Finance Committee](#)

Wednesday May 12, 2021

8:00am - 9:00am [USGVMWD Board Meeting](#)

11:00am - 12:00pm [WQA Leg/Pub Committee](#)

1:30pm - 3:00pm [WM Basin Watermaster Committee Mtg](#)

Wednesday May 19, 2021

8:00am - 10:30am [TVMWD Board Meeting](#)

12:00pm - 1:00pm [WQA Board Meeting ↗](#)

1:30pm - 2:30pm [WM Administrative Committee Mtg ↗](#)

Monday May 24, 2021

10:00am - 11:30am [SGVWA Leg. Committee Meeting ↗](#)

11:30am - 1:00pm [SGVWA Board Meeting ↗](#)

Tuesday May 25, 2021

4:00pm - 5:00pm [USGVMWD Water Resources & Facility Management Committee ↗](#)

Wednesday May 26, 2021

8:00am - 9:00am [USGVMWD Board Meeting ↗](#)

Thursday May 27, 2021

4:00pm - 5:00pm [USGVMWD Admin & Finance Committee meeting ↗](#)

Tuesday Jun 1, 2021

4:00pm - 5:00pm [USGVMWD Gov Affairs Committee Meeting ↗](#)

Wednesday Jun 2, 2021

8:00am - 10:30am [TVMWD Board Meeting ↗](#)

2:30pm - 3:30pm [Watermaster Board Meeting ↗](#)

Tuesday Jun 8, 2021

10:00am - 11:00am [WQA Admin/Finance Committee ↗](#)

Wednesday Jun 9, 2021

8:00am - 9:00am [USGVMWD Board Meeting ↗](#)

11:00am - 12:00pm [WQA Leg/Pub Committee ↗](#)

1:30pm - 3:00pm [WM Basin Watermaster Committee Mtg ↗](#)