



SAN GABRIEL BASIN WATER QUALITY AUTHORITY

1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

**WQA LEGISLATIVE/PUBLIC INFORMATION COMMITTEE
TO BE HELD ON TUESDAY, DECEMBER 10, 2024 AT 9:00 A.M.
AT
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

Zoom Registration Link:

<https://us06web.zoom.us/meeting/register/tZluc-yhrDkuGtMLC49E0dLCFgDvVqZUBEqd>

AGENDA

Committee Members: Valerie Munoz, Bob Kuhn and Robert Gonzales

Liaison Member: Lynda Noriega

- I. Call to Order
- II. Remote Participation Declaration - AB 2449
[Government Code Section 54953(f)]
 - a. Notification of Just Cause
 - b. Emergency Circumstances Requests
- III. Public Comment
- IV. Discussion Regarding Next Advertorial
- V. Discussion Regarding Kadesh & Associates, LLC Agreement [enc]
- VI. 2024 Election Results Update/Review
- VII. Legislative Activities/Reports
 - a. State
 - b. Federal
- VIII. Executive Director's Report
- IX. Adjournment



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: Legislative/Public Information Committee
From: Randy Schoellerman, Executive Director
Date: December 10, 2024
Subject: **Professional Services Agreement with Kadesh & Associates**

Background and Discussion

Staff is recommending a 2-year extension of WQA's professional services agreement with Kadesh & Associates for federal advocacy services. Their scope of work includes working with the various members of the California delegation and the Administration to secure federal appropriations for the San Gabriel Basin Restoration Fund (RF). Additionally, they pursue modifications to RF authorization to benefit the WQA and seek alternative funding opportunities from various federal agencies. The agreement includes their existing monthly retainer of \$15,000 and a 30-day termination clause for convenience.

Recommendation / Proposed Action

Recommend approval of the Professional Services Agreement with Kadesh & Associates to the WQA Board of Directors.

Attachments

Draft Professional Services Agreement with Kadesh & Associates

DRAFT - PROFESSIONAL SERVICES AGREEMENT
(Engagement: Professional Lobbying and Legislative Advocacy Services)
(Kadesh & Associates)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 18th day of December 2024 (hereinafter, "Effective Date") by and between the SAN GABRIEL BASIN WATER QUALITY AUTHORITY (hereinafter, "AUTHORITY") and KADESH & ASSOCIATES, LLC a District of Columbia limited liability company (hereinafter, "CONSULTANT"). For the purposes of this Agreement, AUTHORITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to AUTHORITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the AUTHORITY requires certain professional lobbying and legislative advocacy services;

WHEREAS, the AUTHORITY has determined that CONSULTANT possesses the skills, experience, and expertise necessary to perform the required professional services; and

WHEREAS, the AUTHORITY wishes to continue engaging CONSULTANT to provide Federal Advocacy Services;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SCOPE OF WORK.** Pursuant to this Agreement CONSULTANT to provide the AUTHORITY with Federal legislative advocacy, lobbying services and other consulting services as requested by the AUTHORITY. CONSULTANT shall perform those specific services and tasks set forth in the document entitled "Scope of Services" which attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Services"). CONSULTANT shall provide written reports on a monthly basis to the AUTHORITY's Executive Director summarizing CONSULTANT's activities on behalf of the AUTHORITY and the status of pending legislation.
2. **TERM.** The term of this Agreement ("Term") shall commence on the Effective Date and shall extend through December 31, 2026, unless earlier terminated as provided herein.
3. **FEES AND EXPENSES.**
 - A. In consideration for CONSULTANT's performance of the services and tasks set forth in the Scope of Services, AUTHORITY shall pay to CONSULTANT a fixed sum of Fifteen Thousand Dollars (\$15,000) per month (hereinafter, the "Monthly Retainer") throughout the term of this Agreement. The Monthly Retainer shall be prorated for the month in which this Agreement takes effect and the month in which this Agreement is terminated.
 - B. The AUTHORITY shall reimburse CONSULTANT for all out-of-pocket expenses incurred by CONSULTANT in its representation of the AUTHORITY. It is understood that out-of-pocket expenses shall include travel, business related meals, taxi fares, telephone, mail, computer aided research, courier, and similar expenses.

CONSULTANT shall seek AUTHORITY's prior written authorization for any single out-of-pocket expense anticipated to exceed the sum of Five Hundred Dollars (\$500). The forgoing notwithstanding, CONSULTANT shall not be entitled to reimbursement for expenses related to contact with Congressional Staff.

- C. CONSULTANT shall submit to AUTHORITY a monthly invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Within twenty (20) calendar days of receipt of each invoice, AUTHORITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within thirty (30) calendar days of receipt of each invoice, AUTHORITY shall pay all undisputed amounts included on the invoice. AUTHORITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
4. TERMINATION FOR CONVENIENCE: AUTHORITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of thirty (30) calendar days' prior written notice of AUTHORITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT's Monthly Retainer shall be prorated to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause.
 5. EVENTS OF DEFAULT; BREACH OF AGREEMENT:
 - A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under paragraphs B and C of this Section, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
 - B. CONSULTANT shall cure the following Events of Defaults within fourteen (14) calendar days of AUTHORITY's issuance of a Default Notice. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, AUTHORITY shall be under no obligation to grant additional time for the cure of an Event of Default under this paragraph B that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
 - C. AUTHORITY shall cure any Event of Default asserted by CONSULTANT within thirty (30) calendar days of CONSULTANT's issuance of a Default Notice, unless

the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, AUTHORITY may submit a written request for additional time to cure the Event of Default upon a showing that AUTHORITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with AUTHORITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 3, above, shall be cured by AUTHORITY within five (5) calendar days from the date of CONSULTANT's Default Notice to AUTHORITY.

6. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that CONSULTANT does at all times in performing services under this Agreement act as an independent contractor and is neither an employee or agent of the AUTHORITY.
7. RESPONSIBILITY AND CONFIDENTIALITY. CONSULTANT shall be responsible for compliance with all laws, regulations and rules applicable to the services CONSULTANT provides under this agreement. CONSULTANT represents that it is in full compliance with the Honest Leadership and Open Government Act of 2007 (Public Law 110-81), which amends the Lobbying Disclosure Act of 1995, on behalf of *San Gabriel Basin Water Quality Authority*. All materials and information of AUTHORITY, which CONSULTANT gains access to or knowledge of in the performance of this Agreement shall be deemed confidential, and all such materials and information shall be used solely for the performance of the services and shall not be disclosed to any third party without the prior written consent of AUTHORITY.
8. GOVERNING LAW AND VENUE: This 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. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the AUTHORITY of Los Angeles, California.
9. ATTORNEYS' 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.
10. SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
11. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to AUTHORITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
12. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

13. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto. No other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding upon the parties hereto.
14. COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 11, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining counterparts shall be retained by AUTHORITY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**SAN GABRIEL BASIN WATER
QUALITY AUTHORITY:**

**CONSULTANT:
KADESH & ASSOCIATES, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

1. The CONSULTANT will perform such services as directed regarding those issues mutually agreed between AUTHORITY and CONSULTANT, including, but not limited to:
 - a. Working with the California delegation and key members of the Senate and House of Representatives and the Administration in seeking federal appropriations for the San Gabriel Basin Restoration Fund;
 - b. Pursue an authorization that would provide additional time for funding the operation maintenance of projects authorized under the San Gabriel Basin Restoration Fund;
 - c. Seek alternative funding through the U.S. Bureau of Reclamation's WaterSMART grant program and other Federal funding opportunity's opportunities that may become available; and,
 - d. Serve as the AUTHORITY'S liaison to Members of Congress, professional staff, and the Federal Agencies.