



MEETING	TIME & DATE	LOCATION
Board of Directors	10:00 AM Monday, November 28, 2022	VIRTUAL ZOOM MEETING Call In #: 669 900 6833 Meeting ID: 916 5955 3241

AGENDA

Pursuant to the Governor's Executive Order Nos: N-29-20 of March 12, 2020 and N-33-20 of March 19, 2020, this meeting will be conducted by teleconference. Members of the public are invited to provide public comments in the meeting by using the teleconference information above.

1. CALL TO ORDER

1.A Roll Call

1.B Invocation

1.C Pledge of Allegiance

1.D Certification by the Board Secretary that the agenda was posted in accordance with the Brown Act.

2. PRESENTATIONS

3. STAFF PRESENTATIONS

3.A Staffing Plan and Workflow Analysis for the Accounting and Finance Department for the 2022-2023 FY

4. PUBLIC COMMENTS

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the Board of Directors (the "Board"). Although no person is required to provide their name and address as a condition to attending a Board meeting, persons who wish to address the Board are asked to state their name prior to making their comments. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. Except as otherwise provided under the Brown Act (Gov. Code section 54950 et seq.), the Board may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Board may also direct staff to investigate certain matters for consideration at a future meeting. In accordance with Gov. Code sections 54954.2 and 54954.3, all members of the Board are considered to be appearing at this meeting in their capacity as members of the Board, not members of the general public, and will therefore refrain from making comments during the public comment period so as to avoid any inadvertent interference with the right of the public to freely comment and/or the inadvertent raising of an issue not on the posted agenda. The Brown Act precludes a legislative body from prohibiting public criticism of the policies, procedures, programs, or services of the local agency or the acts or omissions of the body. § 54954.3(c). This restriction does not mean that a member of the public may say anything during public testimony. If the topic of the public's comments falls outside the subject matter jurisdiction of the local agency, the legislative body may stop a speaker's comments. A legislative body also may adopt reasonable rules of decorum that preclude a speaker from disrupting, disturbing or otherwise impeding the orderly conduct of its meetings. § 54954.3(b). The right to publicly

criticize a public official does not include the right to slander that official, slander is an untrue defamatory statement that is spoken orally. Note: At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board. [For individuals that would like to make a public comment, please use the 'Raise Hand' feature on your computer or press *9 if calling in. Each person will be recognized and asked to unmute themselves to begin their public comment.]

5. INTERVIEW OF DIVISION IV CANDIDATES

5.A Division IV Vacancy Candidate Interviews (15 minutes each)

- **Juan Garza**
- **Sally Havice**
- **Edward Wilson**
- **Josue Lopez**

6. ACTION ITEMS

Resolution No. 12-20-1008 was duly and regularly introduced before and adopted by the Board at a regular meeting of said Board, duly and regularly held on December 21, 2020, establishing the rules of order and conduct for Action Items, as follows: Board member remarks are limited to a total of three (3) minutes on each agenda item. No board member shall interrupt or argue with any other member while such member has the floor. Board members are reminded, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in disorderly behavior, or make personal comments, derogatory remarks or insinuations in respect to any other member of the Board, staff or public.

6.A Consideration and Appointment by the Board of Directors to Fill Division IV Vacant Seat

RECOMMENDED MOTION: That the Board consider appointing a candidate to fill the Division IV Vacancy on the Board of Directors of the Central Basin Municipal Water District, effective November 28, 2022.

6.B Resolution No. 11-22-1050 Appointment of Metropolitan Water District Representative

RECOMMENDED MOTION: Approval of Resolution No. 11-22-1050 Appointing Director as Metropolitan Water District Representative

6.C December 2022 District Meetings and Office Closure Schedule

RECOMMENDED MOTION: That the Board approve closing the District office on December 20, 21, 27, and 28, 2022, in observance of the holidays, and that staff use their vacation hours for these days unless they elect to work remotely and remain available for regular business operations and administrative support services.

6.D Approval of Financial Auditor

RECOMMENDED MOTION: That the Board authorizes the General Manager to enter into a contract for audit services with Harshwal & Company, LLP for three fiscal years from fiscal year 2022 through the fiscal year 2024 for an amount not-to-exceed \$101,006.05 with two (2) optional one (1) year renewals.

6.E Rejecting bids received on October 17, 2022 for the construction of the Montebello Recycled Water Pump Station project and authorization for re-bidding

RECOMMENDED MOTION: That the Board approve to reject the three bids received by the District on October 17, 2022 and authorize the General Manager to re-bid the Montebello Recycled Water Pump Station project on November 29, 2022

7. INFORMATION AND DISCUSSION ITEMS

None

8. CONSENT ITEMS

In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of the consent agenda. Consent items are items, certified by the Board Treasurer, in payment of board approved District contractual obligations of a routine nature or items for which no Board discussion is anticipated and for which the General Manager recommends approval. Resolution No. 12-20-1008 was duly and regularly introduced before and adopted by the Board at a regular meeting of said Board, duly and regularly held on December 21, 2020, establishing the rules of order and conduct for Consent Items, as follows: No discussion or debate shall be permitted upon items upon the consent calendar; however, any board member prior to the vote may request that his or her vote be recorded as a "no" or as "not participating" due to a specified conflict of interest on any individual item. Board Members may also explain their "no" votes at the end of the Consent Calendar, with a three minute time limit for each Board Member. Board Members may also submit statements in writing to the Board Secretary before action is taken. The Board Secretary shall preserve and make available such written statements in a manner consistent with the Brown Act and shall assure that the minutes of the meeting make reference to the existence of such written statements.

8.A Resolution of the Board of Directors Re-authorizing Remote Teleconference Meetings of the Legislative Bodies of the Central Basin Municipal Water District.

RECOMMENDED MOTION: That the Board of Directors approve, adopt, and authorize the Board President to sign Resolution No. 10.22.1048 and 11.22.1051 "RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020 PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT"

8.B Action on Minutes September 26, 2022 (Regular) October 24, 2022 (Regular)

8.C Financial Report Demands-September 2022, October 2022

8.D Investment Report, Liquidity and Day's Cash Evaluation September 2022, October 2022

8.E AB1794 Compliance Updates RECOMMENDED MOTION: That the board adopt changes to the administrative code and one contract to align the District language with the new district boundaries, board majority, quorum, and affirmative vote requirements in compliance with AB1794, and approves, adopts, and authorizes the President to sign Resolution No. 11-22-1049, "A RESOLUTION OF THE BOARD OF DIRECTORS OF CENTRAL BASIN MUNICIPAL WATER DISTRICT AMENDING ADMINISTRATIVE CODE PART 2, 5 and 7 EFFECTIVE NOVEMBER 28, 2022."

9. REPORTS AND CORRESPONDENCE

9.A Water Supply and Resources Update

RECOMMENDED MOTION: That the Board receive and file this information.

10. GENERAL MANAGER, AND BOARD COMMENTS

10.A General Manger's Report on District Activities

10.B Director's Comments and Report on Approved Meeting/Conference Attendance

11. ADJOURNMENT

11.A Next Regular Board Meeting: December 19, 2022

11.B Adjourn Regular Board Meeting of November 28, 2022



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

STAFF PRESENTATION

Staffing Plan and Workflow Analysis for the Accounting and Finance Department for the 2022-2023 FY

EXHIBITS:

[22Nov005 - Staffing Plan -AF.pdf](#)

[22Nov005 Staffing Plan 2022-2023 PPT FINAL11.18.22 REVISED.pdf](#)



STAFFING PLAN AND WORKFLOW ANALYSIS FOR 2022 – 2023 FY

SUMMARY:

Effective internal controls and segregation of duties must be maintained at any organization, no matter what the size. In August 2020, the District terminated all finance staff, and have since employed two (2) permanent employees and one (1) contractor to perform the day to-day operations and to perform year-end closing process for the fiscal year ended June 30, 2020. Also, due to staff turnover in recent years and lack of staffing in the Finance Department the internal control structure isn't as strong as it should be. Good internal control dictates that one employee should not have access to records used to maintain related assets. Good internal control further dictates that another employee should be involved in the records or assets so that they provide good checks and balances.

The District will continue to develop and improve its internal controls and segregation of duties. The Board has already authorized additional staffing for FY2021-22. The District will identify where best to allocate staffing to ensure best practices are implemented.

The District recognizes that additional finance and accounting support is necessary but is committed to keeping administrative costs low.

Below is the timeline and steps used for developing our staffing plan:

- Who will be involved in the evaluation process?
 - Naja, Peggy, Ken (Pun Group), Dave (Maze and Associates)
 - Input will be gathered from the finance team staff
- Analyze Current State of the District
 - Compile information from staff to determine competencies, skill set and expertise. This step will identify gaps in the finance department
 - Questions to ask:
 - What positions affect how we get things done (i.e., what responsibilities require a Sr. Accountant vs. Accounting Associate)
- Project Needs of the District
 - Provide the Directors with four scenarios to address the future of the organization
 - Provide a narrative and cost analysis of each of the scenarios
 - Visual copies of Org chart and Labor costing module of each scenario
 - Provide a timeline for each scenario

- Contractors should be hired to fill short-term needs (CFO?)
 - What budget will we need to meet our goals?
 - Benchmark what other small districts do for functionality in their Finance dept. (Upper San Gabriel Valley MWD, Three Valleys MWD)
- Conduct a Gap Analysis
 - Gaps include not enough staff (we already know that) or lack of expertise, or too many jobs on one staff member's plate
 - The need for segregation of duties per our auditors (Maze)
 - Developing a year end closing procedure (Peggy)
 - Timeliness of Invoice Payments
 - Internal Control over financial reporting
 - Loss of institutional knowledge – Experience levels, Strengths/Weaknesses
 - Encourage professional development and training
 - Time management
 - What are the best practices of the GM's role when it comes to finances?
- Develop a Final Solution Plan with the Board's input
 - The plan will include any long-term and short-term staffing needs (Full-time permanent staff, consultants, or intern)
 - Timeline on staffing implementation
 - What will the staff composition consist of?
 - What level of expertise do we require in each role (entry level to CFO level?)
 - Besides hiring, would training and cross-training help cover some of the gaps?
 - Can we fill in the gaps with technology? (Laserfiche project)
 - Conduct follow-up to ensure we are meeting organizational needs.
- Timeline
 - Keep GM and Board up to date on the project. Rely on their input
 - Memo and presentation to Admin and Finance committee meeting on November 7, 2022, and Board Meeting November 28, 2022
 - (Process update, initial findings, and Board Feedback) November 28 - December 1.
 - Memo and presentation (Evaluation and Options for Board) to Admin and Finance committee meeting on December 8, 2022, and Board Meeting December 19, 2022.

PROCUREMENT PROCESS:

Included in 2022 – 2023 Budget

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Administration & Finance Committee on November 7, 2022.

RECOMMENDED MOTION:

Not applicable.

EXHIBITS:

Exhibit A – Presentation

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Central Basin
Municipal Water District

Staffing Plan Evaluation

Naja Braddock
Human Resources Manager
2022-2023



Segregation of Duties

- Good internal control dictates that one employee should not have access to records used to maintain related assets.
- Good internal control further dictates that another employee should be involved in the records or assets so that they provide good check and balance.
- The following scenarios will help to strengthen our internal controls.



Scenario #1

- Part-time Director of Finance/CFO (Pun Group staff augmentation) \$80,000/yr.
- Sr. Accountant (Pun Group staff augmentation) \$52,000/yr.
- Bookkeeper (Pun Group staff augmentation) \$41,600/yr.
- **TOTAL: \$173,600/yr.**



- Improves efficiency and cuts costs
- Allows for succession planning
- Provides staffing without increasing District benefits and pension costs
- Allows District staff to focus on their core competencies
- Pun Group already knows our systems and policies and procedures
- Pun Group has an approved professional services contract with District (10/25/2021)



Scenario #2

- Part-time Director of Finance/CFO (Pun Group staff augmentation) \$80,000/yr.
- Full-time Accounting Associate (CBMWD Employee) \$68,727 base salary + full benefits = \$118,832/yr.
- Intern (CBMWD Intern) \$10,400/yr.
- **TOTAL: \$209,232/yr.**



- Difficulty in acquiring qualified talent pool – Accounting Associate
- Training of the new staff will be extensive and time consuming (Pun will train new hires which doubles costs until training is complete)
- Intern will relieve staff from general office duties but doesn't provide high level of staff support (limited authority for complex accounting/financial or confidential tasks)
- Increased benefit and pension costs for the District (ongoing annual increases)



Scenario #3

- Full-time Director of Finance/CFO (CBMWD Employee) - \$165,000 base salary + full benefits = \$230,723/yr.
- Sr. Accountant (Pun Group Staff augmentation) \$52,000/yr.
- Bookkeeper (Pun Group staff augmentation) \$41,600/yr.
- **TOTAL: \$324,323/yr.**



- Based on current workflow and department duties a full-time CFO is not needed
- Increased benefit and pension costs for the District (ongoing annual increases)
- CFO doesn't provide internal control and workflow support for daily operational accounting and financial tasks (department is small and needs more support with daily work functions not management duties)
- High cost for limited increase in department workflow support



Scenario #4

- Full-time Director of Finance/CFO (CBMWD Employee) \$165,000 base salary + full benefits = \$230,723/yr.
- Full-time Accounting Associate (CBMWD Employee) \$68,727 base salary + full benefits = \$118,832/yr.
- **TOTAL: \$349,555/yr.**



- Based on current workflow and department duties a full-time CFO is not needed
- Increased benefit and pension costs for the District (ongoing annual increases)
- Not as cost-efficient compared to other scenarios
- CFO doesn't provide internal control and workflow support for daily operational accounting and financial tasks (department is small and needs more support with daily work functions not management duties)
- High cost for limited increase in department workflow support
- Reduces staffing support by 1 compared to other scenarios



Comparative Costs for Scenario #1

- Annual rate for a part-time Director of Finance/CFO, Sr. Accountant & Bookkeeper (Scenario #1)
- MV Cheng & Associates
 - TOTAL: \$118,560
- Armanino, LLP
 - TOTAL: \$370,240
- Robert Half (Full-time option only)
 - TOTAL: \$676,000



Board Considerations

- The District recognizes that additional finance and accounting support is necessary but is committed to keeping administrative costs low
- Two consecutive years with clean audits even though nearly 100% turnover in the accounting and finance department
- Auditor recommends increased staffing support for both workflow demands and internal control procedures.



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors

Submitted By: Elizabeth Brizuela

PROCEDURAL

Division IV Vacancy Candidate Interviews (15 minutes each)

- Juan Garza
- Sally Havice
- Edward Wilson
- Josue Lopez



NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

ACTION ITEM

Consideration and Appointment by the Board of Directors to Fill Division IV Vacant Seat

RECOMMENDED MOTION:

That the Board consider appointing a candidate to fill the Division IV Vacancy on the Board of Directors of the Central Basin Municipal Water District, effective November 28, 2022.



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

ACTION ITEM

Resolution No. 11-22-1050 Appointment of Metropolitan Water District Representative

RECOMMENDED MOTION:

Approval of Resolution No. 11-22-1050 Appointing Director as Metropolitan Water District Representative

EXHIBITS:

[CB 11-22-1050.pdf](#)

RESOLUTION NO. 11-22-1050

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CENTRAL BASIN MUNICIPAL WATER DISTRICT APPOINTING
DIRECTOR ARTURO CHACON AS REPRESENTATIVE
FROM THE CENTRAL BASIN MUNICIPAL WATER DISTRICT TO THE BOARD OF THE
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CENTRAL BASIN MUNICIPAL WATER DISTRICT as follows:

Section 1. Purpose

The District desires to appoint one or more persons to serve on the Board of Directors of the Metropolitan Water District of Southern California representing Central Basin Municipal Water District.

Section 2. Appointment

Pursuant to Section 51 of the Metropolitan Water District Act, the Board of Directors of the Central Basin Municipal Water District hereby appoints Director Arturo Chacon to serve as member of the Board of Directors of the Metropolitan Water District of Southern California, effective November 28, 2022. This resolution shall supersede any previously adopted resolution approved by the Board of Directors of the Central Basin Municipal Water District as it relates to the appointment of its representative to serve as a member of the Board of Directors of the Metropolitan Water District of Southern California.

Section 3. Certification

The Secretary shall certify the passage of this resolution and provide a certified copy thereof to the Secretary of the Board of Directors of the Metropolitan Water District of Southern California.

PASSED, APPROVED, and ADOPTED this 28th day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Noe Negrete
Vice President

Elizabeth Brizuela, Board Secretary
(SEAL)



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Sharon Kumar

ACTION ITEM

December 2022 District Meetings and Office Closure Schedule

RECOMMENDED MOTION:

That the Board approve closing the District office on December 20, 21, 27, and 28, 2022, in observance of the holidays, and that staff use their vacation hours for these days unless they elect to work remotely and remain available for regular business operations and administrative support services.

EXHIBITS:

[22nov000 - AF Office Closure Memo.pdf](#)



Central Basin Municipal Water District

NOVEMBER 7, 2022 – Administration & Finance

Apodaca, Gualtieri, Chacon

NOVEMBER 28, 2022 – Board Meeting

Prepared by: Sharon Kumar

Submitted by: Sharon Kumar

Approved by: Dr. Alejandro Rojas

ACTION CALENDAR

DECEMBER 2022 DISTRICT MEETINGS AND OFFICE CLOSURE SCHEDULE

SUMMARY:

The Central Basin Municipal Water District (District) wanted to provide a brief overview of the District's schedule for the month of December 2022. Below is a list of the pending meetings and office closures.

Date	Meeting/District Office Closure
December 6, 2022	Water Resources & Governmental Affairs Committee
December 7, 2022	Engineering & Operations Committee
December 8, 2022	Administration & Finance Committee
December 19, 2022	Central Basin Board of Directors Meeting
December 20-21, 2022	Suggested Office Closure
December 22, 2022	District Office Closed per 4/10 Schedule
December 23 & 26, 2022	District Office Closed for Christmas Eve/Holiday
December 27-28, 2022	Suggested Office Closure
December 29, 2022	District Office Closed per 4/10 Schedule
December 30, 2022	District Office Closed for New Year's Eve Holiday
January 2, 2023	District Office Closed for New Year's Day Holiday
January 3, 2023	District Office Opens

In the past, the December Board of Directors (Board) meeting has taken place the third Monday of the month, given the fourth Monday lands during the Christmas holiday. This year, as listed in the table above, the December Board meeting is scheduled for Monday, December 19, 2022.

Part 2, Chapter 1, Article 4, Section 4.2(a) states the following:

"When the fourth Monday of December falls between December 25 and December 31, the Board shall hold its regular meeting on the third Monday of December at 10:00 a.m."

This year, the fourth Monday in December falls between December 25-31; therefore, the regular Board meeting is scheduled for December 19, 2022. Also, due to the way the holiday falls this year, it is being suggested that the District office be closed on December 20, 21, 27 and 28. The General Manager recommended closing the office on December 20, 21, 27, and 28, 2022 for the holidays, during which staff would be using their vacation hours for these days unless they elect to work remotely and remain available for regular business operations and administrative support services.

During this period, Inframark will continue to operate the District's Recycled Water Distribution System, and they can be contacted at:

daytime: (323) 491-6514 or (323) 491-6715, and after hours: (562) 308-5400.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item will be reviewed by the Administration & Finance Committee on November 7, 2022.

RECOMMENDED MOTION:

That the Board approve closing the District office on December 20, 21, 27, and 28, 2022, in observance of the holidays, and that staff use their vacation hours for these days unless they elect to work remotely and remain available for regular business operations and administrative support services.

EXHIBITS:

None

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Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Sharon Kumar

ACTION ITEM

Approval of Financial Auditor

RECOMMENDED MOTION:

That the Board authorizes the General Manager to enter into a contract for audit services with Harshwal & Company, LLP for three fiscal years from fiscal year 2022 through the fiscal year 2024 for an amount not-to-exceed \$101,006.05 with two (2) optional one (1) year renewals.

EXHIBITS:

[22Nov002 AF Audit Memo.pdf](#)

[22Nov002 Exhibit A - Contract with Harshawal LLP.pdf](#)



Central Basin
Municipal Water District

NOVEMBER 7, 2022 – Administration & Finance

Apodaca, Gualtieri, Chacon

NOVEMBER 28, 2022 – Board Meeting

Prepared by: Sharon Kumar/Kenneth H. Pun

Submitted by: Sharon Kumar

Approved by: Dr. Alejandro Rojas

ACTION CALENDAR

APPROVAL OF FINANCIAL AUDITOR

SUMMARY:

January 24, 2022, the Board approved a contract for audit services with Maze & Associates (Maze) for three fiscal years from fiscal year 2021 through the fiscal year 2023 for an amount not-to-exceed \$90,572 with two (2) optional one (1) year renewals. The District entered contract 2022-17. Maze performed the audit report for FY2021, and the Board approved the report in September 2022 board meeting.

On October 11, 2022, the District received a resignation letter from Maze indicating that they are terminating the professional relationship with the District and will no longer render services to us. To expedite the audit process without further delay, Management decided to select the other qualified firm from the last RFQ process (see Procurement Process below for details) to perform the audit for the next three fiscal years, FY22-FY23.

PROCUREMENT PROCESS:

On December 1, 2021, the District issued a Request for Qualification (RFQ), with a scope of work consistent with those issued by other public agencies related to conducting an annual financial statement audit. The RFP contained provisions to conduct the next three years of audits with one-year renewal options for two subsequent fiscal years.

On December 16, 2021, the District received proposals from 2 qualified firms to perform financial audit services from FY 2021 to FY 2023 with one-year renewal options for each of the two following years. 2 proposals were received prior to the deadline date from the following firms:

- Maze & Associates
- Harshwal & Company, LLP

The 2 proposals were reviewed and evaluated. All proposals from these firms indicated extensive backgrounds and experience in government audits, accounting, and consulting; therefore, the selection panel decided to conduct interviews with both firms.

FISCAL IMPACTS:

Fiscal year 2022 audit	\$31,113.25
Fiscal year 2023 audit	\$33,602.31
Fiscal year 2024 audit	<u>\$36,290.49</u>
Total:	\$101,006.05

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item will be reviewed by the Administration & Finance Committee on November 7, 2022.

RECOMMENDED MOTION:

That the Board authorizes the General Manager to enter into a contract for audit services with Harshwal & Company, LLP for three fiscal years from fiscal year 2022 through the fiscal year 2024 for an amount not-to-exceed \$101,006.05 with two (2) optional one (1) year renewals.

EXHIBITS:

Exhibit A – Contract with Harshwal & Company, LLP

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PROFESSIONAL SERVICES AGREEMENT NO: _____

Between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
And
HARSHWAL & COMPANY, LLP
For
AUDITING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 28th day of November, 2022, (hereinafter, the "Effective Date"), by and between the **CENTRAL BASIN MUNICIPAL WATER DISTRICT**, a municipal water district organized under the Municipal Water District Law of 1911 (Water Code Section 71000 *et seq.*) ("DISTRICT") and **HARSHWAL & COMPANY, LLP** (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both DISTRICT and CONSULTANT. The capitalized term "Party" shall refer to either DISTRICT or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, the DISTRICT may make contracts to do all acts necessary for the full exercise of its powers pursuant to Water Code Section 71592; and

WHEREAS, the DISTRICT requires performance of Auditing Services for fiscal year 2022, 2023 and 2024;

WHEREAS, this service was requested as per the terms of conditions of **RFP No.200 through a Formal Solicitation**; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education, and expertise of its principals, employees, agents, and subconsultants; and

WHEREAS, the execution of this Agreement was approved by the DISTRICT's **Board of Directors ("Board")** in accordance with the DISTRICT's procurement procedures through a written **Board Agenda No. _____ on November 28, 2022**; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONSULTANT agree as follows:

SECTION 1 - SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 **OBJECTIVE OF ENGAGEMENT**: As set forth in more specific detail under the Scope of Work, as defined below, CONSULTANT is hereby engaged by the DISTRICT to provide professional financial accounting and auditing services for the following fiscal years of the DISTRICT:

- A. Fiscal Year 2021-2022;
- B. Fiscal Year 2022-2023
- C. Fiscal Year 2023-2024 and (collectively, the "Covered Fiscal Years"; the term "Covered Fiscal Year" shall mean and refer to any one of the Covered Fiscal Years indicated above).
- D. The District, in its sole and absolute discretion, may elect to extend this Agreement for two (2) additional years.

Consistent with the Scope of Work, CONSULTANT's services and tasks will include the auditing of the DISTRICT's financial statements for each of the Covered Fiscal Years culminating in the preparation of a written opinion by CONSULTANT as to whether the DISTRICT's basic financial statements are fairly presented in all material respects, in conformity with generally accepted accounting principles. As explained in greater detail in the Scope of Work, defined in Section 1.2, the written opinion of CONSULTANT shall also report on the accuracy and fairness of supplementary information other than so-called "required supplementary information" in relation to the financial statements associated with each of the Covered Fiscal Years. The written opinions shall also report on such other reporting objectives as may be set forth in the Scope of Work in the form prescribed in the Scope of Work. CONSULTANT shall prepare such other deliverables as may be set forth in the Scope of Work, including the so-called "Data Collection Forms" for reporting on audits of local agencies which DISTRICT must file with the appropriate governmental authorities.

1.2 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain set of proposal documents which are identified as follows:

- A. **"Exhibit A"** - That certain document entitled "Proposal, from the CONSULTANT (Harshwal & Company, LLP) to perform Auditing Services for three (3) fiscal years, starting with fiscal year ending June 30, 2022 through fiscal year June 30, 2024" (hereinafter "Proposal").

The Proposal shall collectively constitute the scope of work to this Agreement ("Scope of Work") and is attached and incorporated hereto as "Exhibit A". CONSULTANT further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until DISTRICT issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.3 **PROSECUTION OF WORK:** The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work and each specific service and task that comprises the Work, including the preparation of all written opinions and other deliverables, shall be commenced immediately upon the issuance of a Notice to Proceed by DISTRICT and CONSULTANT shall diligently undertake the performance of all services and tasks that comprise the Work through to completion.
- B. Subsections (a) of this section 1.3 notwithstanding, CONSULTANT, for each of the Covered Fiscal Years, shall complete all written opinions contemplated under Sections 1.1 and 1.2, above, and all other related deliverables contemplated under the Scope of Work by the later of the following:
- (i) six months from the end of the Covered Fiscal Year to which the written opinion and related deliverables correspond; or
 - (ii) six months from the DISTRICT's issuance of a Notice to Proceed for the preparation of the written opinion and related deliverables to which a given Covered Fiscal Year corresponds (the "Annual Completion Schedule").

CONSULTANT may request additional time to complete Work associated with a given Covered Fiscal Year, provided such request is made in writing and delivered to the Project Manager(s) no later than twenty-one (21) calendar days prior to the end of the Annual Completion Schedule but no earlier than thirty (30) calendar days prior to the end of the Annual Completion Schedule. Such written requests for additional time must indicate the following:

- (i) specify which services and/or tasks remain to be completed;
- (ii) specify in detail the reason why additional time is needed;
- (iii) state how much additional time is needed; and
- (iv) identify what tangible measures CONSULTANT has taken minimize the need for additional time.

The Project Manager(s) may grant, conditional grant or deny any request for additional time in the Project Manager(s) sole and absolute discretion, provided that no grant or multiple grants of additional time may exceed a maximum of sixty (60) calendar days from the end of the applicable Annual Completion Schedule, and further provided that CONSULTANT shall not be entitled to additional compensation or reimbursement above the Annual Not-to-Exceed Sum for services and/or tasks performed during an extension period, without the prior approval of the DISTRICT's governing Board of Directors which approval may be granted, conditionally granted or denied by the Board of Directors in its sole and absolute discretion.

- C. CONSULTANT shall cooperate with DISTRICT and in no manner interfere with the work of DISTRICT, its employees or other consultants/contractors retained by DISTRICT in connection with the Work. CONSULTANT shall provide, at its sole expense, such additional shifts and/or overtime necessary to meet the Annual Completion Schedule.
- D. If DISTRICT, as a result of fire, earthquake, war, strikes, picketing, boycotts, lockouts, Act of God or other causes beyond the control of DISTRICT, concludes that it is inadvisable to proceed with the Work, then CONSULTANT shall, upon receipt of written notice from DISTRICT, immediately discontinue any further Work hereunder until such time as DISTRICT may deem it advisable to resume the Work. Consultant shall resume the Work in a prompt manner upon receiving notice from DISTRICT to do so, and CONSULTANT shall not be entitled to any damages or compensation on account of any such cessation of work as a result of any of the foregoing causes.
- E. CONSULTANT shall not claim or be entitled to receive any compensation or damages because of failure of CONSULTANT or its sub-consultants, to have related services or tasks completed in a timely manner.
- F. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees.
- G. CONSULTANT, at its sole expense, shall pay all sales, consumer, use and other similar taxes required by law.

1.4 **COMPENSATION AND COMPENSATION CONTROLS:**

- (a) CONSULTANT shall perform and complete all of the services and tasks set forth in the Scope of Work in accordance with the schedule of hourly rates set forth in "Exhibit B" under Cost Proposal on page 2 of the Proposal under the heading "Auditor's Standard Billing Rates" for each of the Covered Fiscal Years (hereinafter, the "Compensation Schedule"). The foregoing notwithstanding, the Parties acknowledge and agree that the line item for "Total Cost" for each of the Covered Fiscal Years set forth under Cost Proposal on page 1 of the Proposal is not controlling and that instead the provisions of Section 1.4(b), (c), (d), (e), (f), and (g) below, shall govern and control the total not-to-exceed costs under this Agreement, notwithstanding the estimated hours to be worked and total costs incurred as set forth under Cost Proposal on page 1 and 2 of the Proposal.
- (b) With respect to Work performed in connection with **2021-22 Fiscal Year**, CONSULTANT's total compensation for the completion of a written opinion and all other related deliverables, along with CONSULTANT's performance of all services and tasks relating to the preparation of the written opinion and related deliverables, shall not exceed the aggregate the sum of **THIRTY-ONE THOUSAND ONE**

HUNDRED THIRTEEN AND 25/100 DOLLARS (\$31,113.25) (hereinafter, the “Annual Not-to-Exceed Sum”);

- (c) With respect to Work performed in connection with **2022-23 Fiscal Year**, CONSULTANT’s total compensation for the completion of a written opinion and all other related deliverables, along with CONSULTANT’s performance of all services and tasks relating to the preparation of the written opinion and related deliverables, shall not exceed the aggregate the sum of **THIRTY THREE THOUSAND SIX HUNDRED TWO AND 31/100 DOLLARS (\$33,602.31)** (hereinafter, the “Annual Not-to-Exceed Sum”);
- (d) With respect to Work performed in connection with **2023-24 Fiscal Year**, CONSULTANT’s total compensation for the completion of a written opinion and all other related deliverables, along with CONSULTANT’s performance of all services and tasks relating to the preparation of the written opinion and related deliverables, shall not exceed the aggregate the sum of **THIRTY SIX THOUSAND TWO HUNDRED NINETY AND 49/100 DOLLARS (\$36,290.49)** (hereinafter, the “Annual Not-to-Exceed Sum”);
- (e) Any additional compensation or reimbursement in excess of the Annual Not-to-Exceed Sum is first approved by the DISTRICT’s governing Board of Directors. Further, in no event shall CONSULTANT’s overall compensation for all Work contemplated for all of the Covered Fiscal Years exceed the grand total sum of **ONE HUNDRED AND ONE THOUSAND SIX AND 5/100 (\$101,006.50)** (hereinafter, the “Total Aggregate Not-to-Exceed Sum”), unless any additional compensation or reimbursement in excess of the Total Aggregate Not-to-Exceed Sum is first approved by the DISTRICT’s governing Board of Directors. DISTRICT shall be under no obligation to pay or reimburse CONSULTANT for charges or costs in excess of the Annual Not-to-Exceed Sum or the Total Aggregate Not-to-Exceed sum, unless such additional expenditures and/or reimbursements were first approved by the Board of Directors and the Board of Director’s only at a regular or special meeting of the Board Directors. CONSULTANT shall diligently monitor its charges and costs and will promptly notify DISTRICT in writing when its total billable exceed 80% of the Annual Not-to-Exceed Sum so that DISTRICT staff may have sufficient time to place a matter on a regular or special meeting agenda of the Board Directors authorizing additional expenditures;

1.5 **PAYMENT OF COMPENSATION:**

- A. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit an itemized invoice to DISTRICT on a monthly basis for the previous month’s services that includes:
- i. A detailed description of the services performed to the satisfaction of the Project Manager;
 - ii. Date or period of services;
 - iii. DISTRICT’s Agreement number;
 - iv. The name of the DISTRICT’s Project Manager;
 - v. CONSULTANT’s remittance address and phone number;
 - vi. Support documentation sufficient to validate the charges for each invoice item.
 - vii. When applicable, reimbursable pass-through costs incurred by CONSULTANT during the recently concluded month.
 - viii. DISTRICT’s payment terms are NET 30 days after the receipt of invoice.
 - ix. CONSULTANT shall submit invoices to the following address:

Central Basin Municipal Water District
Attn: **Dr. Alejandro Rojas**
6252 Telegraph Road
Commerce, CA 90040

- B. Within thirty (30) calendar days of receipt of each invoice, DISTRICT shall notify CONSULTANT of any disputed charges, costs or expenses included in the invoice.

C. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK: At any time during the term of this Agreement, DISTRICT may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by DISTRICT to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the DISTRICT. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- 1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONSULTANT's cessation or abandonment.

SECTION 2 - PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT PROJECT MANAGER: The DISTRICT hereby designates a Project Manager, **Dr. Alejandro Rojas** (hereinafter, the "Project Manager") to act as its representatives for the performance of this Agreement. The Project Manager shall act on behalf of the DISTRICT for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the Project Manager.
- 2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates **Garima Pathak** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:
- i. by personal delivery;
 - ii. by overnight courier upon written verification of receipt;
 - iii. by certified or registered mail, return receipt requested, upon verification of receipt to the following:



To the DISTRICT:

Central Basin Municipal Water District
P.O. Box 911579,
Los Angeles, CA 90091
Attn: Dr. Alejandro Rojas
Phone: (323) 201-5548
Fax: (323) 201-5554
E-mail: alexr@centralbasin.org

If to the CONSULTANT:

Harshwal & Company, LLP
11405 W. Bernardo Ct., Suite A
San Diego, CA 92127
Attn: Garima Pathak
Phone: (858) 939-0017
Fax: (858) 964-3754
E-mail: garima.pathak@Harshwal.com

- 2.4 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with DISTRICT staff in the performance of the Work required by this Agreement and CONSULTANT shall be available to DISTRICT staff and the Project Manager at all reasonable times.
- 2.5 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
 - B. CONSULTANT shall perform all work in a manner satisfactory to the DISTRICT, as determined by the District in its sole discretion;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including without limitation, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subconsultants and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subconsultants and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subconsultants and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing pursuant to the District's sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.6 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement in a timely manner or result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of DISTRICT and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subconsultants or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subconsultants or subconsultants fail or refuse to perform the work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subconsultant or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles or any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern, affect, or apply to the performance of the Work.
- 2.10 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.11 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, agent, subconsultant, subconsultant, or applicant for employment on any ground protected by law, including without limitation, race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, genetic information, physical or mental disability or medical condition.
- 2.12 INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subconsultants and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any

obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

SECTION 3 - TERMINATION

3.1 TERMINATION WITHOUT CAUSE:

- A. DISTRICT may immediately terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT specifying the effective date of such termination. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been timely and adequately rendered to DISTRICT up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, DISTRICT may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within ten (10) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- B. CONSULTANT may also terminate this Agreement for convenience and without cause by giving written notice to DISTRICT, provided that such written notice must be submitted no earlier than February 1st of each year and no later than April 1st of the same year. No such termination shall relieve CONSULTANT of its obligation to complete all services or tasks and provide any and all written opinions or other deliverables already commenced by CONSULTANT for any one of the Covered Fiscal Years which has already ended.

3.2 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, including Exhibit A (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 Sections 3.2.B and 3.2.C 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 the following time periods:
 - i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONSULTANT to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-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 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 3.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. 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, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time as determined by the District in its sole discretion; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) DISTRICT's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted and proven by CONSULTANT within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONSULTANT's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of DISTRICT's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the DISTRICT may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to CONSULTANT, the DISTRICT may extend the time of performance;
- iii. The DISTRICT may proceed by appropriate court action to enforce the terms of this Agreement, to recover damages for CONSULTANT's breach of the Agreement, or to terminate this Agreement; or
- iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 3.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

SECTION 4 – INSURANCE REQUIREMENTS

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain all other types of insurance as may be required under this Article, below. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to DISTRICT that it has procured all insurance required under this Article.
- 4.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein. The CONSULTANT shall provide the following coverage:
- A. Commercial General Liability Insurance: Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.
 - B. Automobile Liability Insurance: Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One

Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

- D. Professional Liability Insurance: For the full term of this Agreement, the CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.

4.3 The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

- A. ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement including "**your work**" and naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insured. Additional insured endorsements coverage shall be primary and non-contributory.
- B. PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- C. WAIVER OF SUBROGATION: Commercial General Liability & Workers' Compensation Liability Insurance policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.
- D. The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior written approval of the DISTRICT.
- E. Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with

a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the District Representatives may, in their sole and absolute discretion, authorize in writing lower ratings than those set forth in this Section.

- 4.5 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the DISTRICT's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** Blanket endorsements shall not be acceptable without the prior written approval of the DISTRICT. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon DISTRICT's written request, CONSULTANT shall also provide DISTRICT with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. DISTRICT shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon DISTRICT.
- 4.6 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies DISTRICT may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, DISTRICT may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. DISTRICT's exercise of any of the foregoing remedies, shall be in addition to any other remedies DISTRICT may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 4.7 SUBCONSULTANTS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, agents, subconsultants and sub consultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 4.8 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth in this Agreement.

SECTION 5 - INDEMNIFICATION

- 5.1 The Parties agree that DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "District Indemnitees") shall, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, expert fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the District Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect the DISTRICT as set forth herein.

- 5.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the District Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance under this Agreement, including but not limited to the negligent acts, errors, omissions or willful misconduct of CONSULTANT or CONSULTANT's officers, employees, agents, contractors, subconsultants or sub consultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this Article shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, cost caused by the sole negligence or willful misconduct of any or all of the District Indemnitees.
- 5.3 DISTRICT shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due DISTRICT from CONSULTANT as a result of CONSULTANT's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the District Indemnitees.
- 5.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subconsultant, agent or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees and costs incurred by counsel of DISTRICT's choice.
- 5.6 DISTRICT does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subconsultants and sub consultants working on behalf of CONSULTANT in the performance of this

Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subconsultant or sub consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of DISTRICT, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.4 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with sub consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.5 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.6 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.7 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.8 GOVERNING LAW; 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 City of Los Angeles, California.

- 6.9 ATTORNEY'S 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 attorney's fees, expert fees and all other costs of such action.
- 6.10 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.11 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 Agreement inure exclusively to the Parties.
- 6.12 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.13 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.
- 6.14 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 DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.15 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.16 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.
- 6.17 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, is 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 DISTRICT and CONSULTANT 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 Section 6.14 above.
- 6.18 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by DISTRICT. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all counterparts in conformity with Section 6.14 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written below, effective as of the date written above ("Effective Date").

APPROVED:

DISTRICT

Central Basin Municipal Water District



By: _____
Dr. Alejandro Rojas.
General Manager

Date _____

APPROVED AS TO FORM:

By: _____
Robert Baker
Baker, Keener & Nahra, LLP
District's General Counsel

Date _____

APPROVED:

CONSULTANT

Harshwal & Company, LLP

By: _____
Name: _____
Title: _____

Date _____

EXHIBIT “A”



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Sharon Kumar

ACTION ITEM

Rejecting bids received on October 17, 2022 for the construction of the Montebello Recycled Water Pump Station project and authorization for re-bidding

RECOMMENDED MOTION:

That the Board approve to reject the three bids received by the District on October 17, 2022 and authorize the General Manager to re-bid the Montebello Recycled Water Pump Station project on November 29, 2022

EXHIBITS:

[22Nov006 EO Memo- Canyon Springs Enterprise Updated 11.17.22.pdf](#)



Central Basin
Municipal Water District

NOVEMBER 9, 2022 – Engineering & Operations

Rodrigue, Chacon, Negrete

NOVEMBER 28, 2022 – Board Meeting

Prepared by: John Robinson

Submitted by: Sharon Kumar

Approved by: Dr. Alejandro Rojas

ACTION ITEM

REJECTING BIDS RECEIVED ON OCTOBER 17, 2022, FOR THE CONSTRUCTION OF THE MONTEBELLO RECYCLED WATER PUMP STATION PROJECT AND AUTHORIZATION FOR RE-BIDDING

SUMMARY:

The Montebello Recycled Water Pump Station (Project) in the City of Montebello would involve construction and operation of approximately 2,600 linear feet of a 16-inch recycled water pipeline and a pump station with a peak demand capacity of 1,825 gallons per minute. The 16-inch recycled water pipeline was connect to CBMWD's existing recycled water system pipeline at the intersection of Lincoln Avenue and Montebello Boulevard, extend north along Montebello Boulevard to the intersection of Montebello Boulevard and Jefferson Boulevard, then proceed to the east and connect to the proposed pump station. The existing 16-inch pipeline has been providing recycled water to the existing Montebello Hills Residential Development since December 2020 for dust suppression water for the 1,200 home development via a temporary pump station operated by Toll Brothers. Recycled water conveyed by the via the 16-inch recycled water pipeline is supplied by the Sanitation Districts of Los Angeles County (LACSD) to Central Basin Municipal Water District (District) Rio Hondo Pump Station.

The Project pump station would consist of a concrete foundation and CMU block building that would enclose steel or cast iron pumps and steel pipeline. The pump station building would be approximately 252 square feet and approximately 14 feet in height. The pump station would include a gated access driveway off Montebello Boulevard and three parking spaces. The maximum amount of recycled water delivered would be approximately 446 acre-feet per year.

At the May 24th, 2021, Board of Directors (Board) meeting, under agenda No. 12, the Board approved a task order for Cumming Corporation, Inc. (Cumming), to initiate pre-construction and design services for the Offsite Recycled Water Pump Station in the City of Montebello Project for an amount not-to-exceed \$300,000 of the overall \$3,667,520 approval. On October 27th a change order was issued under General Manager's authority for \$16,708.75 for additional services.

PROCUREMENT PROCESS:

Cumming Corporation, Inc. implemented the formal bid/solicitation process in order to select the contractor for this project. The bid was advertised on September 15, 2022 via PlanetBid the District's new procurement system. Ten (10) Prime Contractors attended the mandatory

pre-bid conference on October 3, 2022. Three (3) Prime Contractors submitted bids to the District on October 17, 2022 and the bid summary is in the below table:

Contractor	Bid Results
Canyon Springs Enterprises	\$2,752,300.00
Caliagua, Inc.	\$3,137,000.00
R2BUILD	\$3,253,000.00

All three contractors were compliant with bid documents and are considered fully responsive. During the evaluation of Canyon Springs Enterprises (CSE) apparent low bid, it was determined that CSE did not include the entire scope as intended in the bid documents as CSD excluded certain electrical instrumentation that was a mis-understanding of Addendum No. 2 during bidding. To correct this oversight, District staff clarified the scope and CSE provided the attached October 27, 2022 letter which increases bid result for CSE from \$2,752,300.00 to \$3,056,790.00.

FISCAL IMPACTS:

The total construction cost for the Montebello Recycled Water Pump Station project in the City of Montebello is \$3,056,790.00.

ENVIRONMENTAL COMPLIANCE:

A mitigated Environmental Impact Report (EIR) is in place and has construction restrictions from March 1 through August 31 due to potential of bird nesting which the bidders were made aware of and can be mitigated during construction.

COMMITTEE STATUS:

The Engineering & Operations Committee reviewed this item on November 9, 2022, and the Committee recommended rejecting the three bids and rebidding this project.

RECOMMENDED MOTION:

The Board approves to reject the three bids received by the District on October 17th, 2022, and authorizes the General Manager to re-bid the Montebello Recycled Water Pump Station project on November 29, 2022.

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Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

CONSENT ITEM

Resolution of the Board of Directors Re-authorizing Remote Teleconference Meetings of the Legislative Bodies of the Central Basin Municipal Water District.

RECOMMENDED MOTION:

That the Board of Directors approve, adopt, and authorize the Board President to sign Resolution No. 10.22.1048 and 11.22.1051 "RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020 PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT"

EXHIBITS:

[CB 10-22-1048.pdf](#)
[CB 11-22-1051.pdf](#)



RESOLUTION NO. 10-22-1048

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL
WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020
PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN
MUNICIPAL WATER DISTRICT**

WHEREAS, The CENTRAL BASIN MUNICIPAL WATER DISTRICT ("District") is committed to preserving and nurturing public access and participation in meetings of its legislative bodies; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov't Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, as a condition to continue to hold meetings under these special teleconferencing requirements, a legislative body of a local public agency need to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and



the legislative body must find that it has “reconsidered” the circumstances of such emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body’s members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures; and

WHEREAS, such conditions now persist at the District, specifically, Governor Newsom’s March 4, 2020 Proclamation of a State of Emergency caused by the COVID-19 pandemic; and

WHEREAS, the declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing; and

WHEREAS, meeting in person would create conditions that would present imminent risks to the health and safety of the attendees due to the fact that that: (1) the community transmission rates and spread of the COVID-19 Delta variant remain high or substantial, both nationally and locally throughout District’s service area, (2) the Delta variant is highly contagious, more than two times as contagious as previous variants, (4) data suggests that the Delta variant might cause more severe illness than previous variants, and (5) the Centers for Disease Control and Prevention is recommending that everyone wear a mask in public and in indoor settings; and

WHEREAS, state or local officials continue to impose or recommend measures to promote social distancing, including County of Los Angeles Department of Public Health Order issued September 28, 2021, providing guidance for indoor masking and implementation of policies and practices that support physical distancing where possible; and

WHEREAS, the Board of Directors does hereby find that the conditions described above has caused, and will continue to cause, conditions of peril to the safety of persons within District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, as a consequence of the state of emergency, the Board of Directors does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, District is providing call-in telephonic access for the public to make comment and to listen; and providing live video of the meetings over the internet to ensure access for the public.



NOW, THEREFORE, the District Board of Directors does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Reconsider the Circumstances of the State of Emergency Persists. The Board of Directors hereby reconsiders the conditions of the state of emergency and the Board of Directors hereby continues to rely on the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 3. A state of Emergency Directly Impacts the Ability to Meet Safely in Person and Presents Imminent Risks. The Board hereby proclaims that the State of Emergency continues to directly impact the ability of members to meet safely in person and create conditions that would present imminent risks to the health and safety of the attendees due to the fact that: (1) the community transmission rates and spread of the COVID-19 Delta variant continue to remain high or substantial, both nationally and locally throughout District's service area, (2) the Delta variant is highly contagious, more than two times as contagious as previous variants, (3) data suggests that the Delta variant might cause more severe illness than previous variants, and (4) the Centers for Disease Control and Prevention is recommending that everyone wear a mask in public and in indoor settings.

Section 4. State or Local Officials Continue to Impose or Recommend Measures to promote social distancing. The Board hereby acknowledges that state or local officials continue to impose or recommend measures to promote social distancing, including County of Los Angeles Department of Public Health Order issued September 28, 2021, providing guidance for indoor masking and implementation of policies and practices that support physical distancing where possible.

Section 5. Remote Teleconference Meetings. The General Manager and legislative bodies of District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 30, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the legislative bodies of District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED on October 24, 2022.

Arturo Chacon
Board President

ATTEST:

Elizabeth Brizuela
Board Secretary
(Seal)



RESOLUTION NO. 11-22-1051

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL
WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020
PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN
MUNICIPAL WATER DISTRICT**

WHEREAS, The CENTRAL BASIN MUNICIPAL WATER DISTRICT ("District") is committed to preserving and nurturing public access and participation in meetings of its legislative bodies; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov't Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, as a condition to continue to hold meetings under these special teleconferencing requirements, a legislative body of a local public agency need to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and



the legislative body must find that it has “reconsidered” the circumstances of such emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body’s members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures; and

WHEREAS, such conditions now persist at the District, specifically, Governor Newsom’s March 4, 2020 Proclamation of a State of Emergency caused by the COVID-19 pandemic; and

WHEREAS, the declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing; and

WHEREAS, meeting in person would create conditions that would present imminent risks to the health and safety of the attendees due to the fact that that: (1) the community transmission rates and spread of the COVID-19 Delta variant remain high or substantial, both nationally and locally throughout District’s service area, (2) the Delta variant is highly contagious, more than two times as contagious as previous variants, (4) data suggests that the Delta variant might cause more severe illness than previous variants, and (5) the Centers for Disease Control and Prevention is recommending that everyone wear a mask in public and in indoor settings; and

WHEREAS, state or local officials continue to impose or recommend measures to promote social distancing, including County of Los Angeles Department of Public Health Order issued September 28, 2021, providing guidance for indoor masking and implementation of policies and practices that support physical distancing where possible; and

WHEREAS, the Board of Directors does hereby find that the conditions described above has caused, and will continue to cause, conditions of peril to the safety of persons within District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, as a consequence of the state of emergency, the Board of Directors does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, District is providing call-in telephonic access for the public to make comment and to listen; and providing live video of the meetings over the internet to ensure access for the public.



NOW, THEREFORE, the District Board of Directors does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Reconsider the Circumstances of the State of Emergency Persists. The Board of Directors hereby reconsiders the conditions of the state of emergency and the Board of Directors hereby continues to rely on the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 3. A state of Emergency Directly Impacts the Ability to Meet Safely in Person and Presents Imminent Risks. The Board hereby proclaims that the State of Emergency continues to directly impact the ability of members to meet safely in person and create conditions that would present imminent risks to the health and safety of the attendees due to the fact that: (1) the community transmission rates and spread of the COVID-19 Delta variant continue to remain high or substantial, both nationally and locally throughout District's service area, (2) the Delta variant is highly contagious, more than two times as contagious as previous variants, (3) data suggests that the Delta variant might cause more severe illness than previous variants, and (4) the Centers for Disease Control and Prevention is recommending that everyone wear a mask in public and in indoor settings.

Section 4. State or Local Officials Continue to Impose or Recommend Measures to promote social distancing. The Board hereby acknowledges that state or local officials continue to impose or recommend measures to promote social distancing, including County of Los Angeles Department of Public Health Order issued September 28, 2021, providing guidance for indoor masking and implementation of policies and practices that support physical distancing where possible.

Section 5. Remote Teleconference Meetings. The General Manager and legislative bodies of District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the legislative bodies of District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED on November 28, 2022.

Arturo Chacon
Board President

ATTEST:

Elizabeth Brizuela
Board Secretary
(Seal)



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors

Submitted By: Elizabeth Brizuela

CONSENT ITEM

Action on Minutes

September 26, 2022 (Regular)

October 24, 2022 (Regular)

EXHIBITS:

[09.26.2022 - Regular Board Minutes.pdf](#)

[10.24.2022 - Regular Board Minutes.pdf](#)



MINUTES OF SEPTEMBER 26, 2022
REGULAR MEETING OF THE BOARD OF DIRECTORS
OF CENTRAL BASIN MUNICIPAL WATER DISTRICT

A regular meeting of the Board of Directors of the Central Basin Municipal Water District
was held via Zoom on Monday, September 26, 2022, at 10:00 AM

1. CALL ORDER

President Chacon called the meeting to order at 10:03 am.

Present:

Director Leticia Vasquez
Director Terry Rodrigue
Director Phillip Hawkins
Director Michael Gualtieri
Director Robert Apodaca
Director Martha Camacho Rodriguez
President Arturo Chacon
Vice Chair Noe Negrete

1.A Roll Call

With all Directors being present, quorum was established.

1.B Invocation

Led by Director Hawkins

1.C Pledge of Allegiance

Led by Director Apodaca

1.D Certification by the Board Secretary that the agenda was posted in accordance with the Brown Act.

The Board secretary certified that the agenda was posted in accordance with the Brown Act.

2. PRESENTATIONS

3. STAFF PRESENTATIONS

4. ACTION ITEMS

4.A Fiscal Year 2020- 2021 Comprehensive Annual Financial Report (CAFR) and Annual Financial Audit

RECOMMENDED MOTION: That the Board receive and file this report.

[22Sept006 Audit PPT FY2020 21 Exhibit A.pdf](#)

[22Sept006 CBMWD Required Comm FY21 Final Exhibit](#)

[B.pdf 22Sept006 CBMWD MOIC FY21 Exhibit C.pdf](#)

ACTION: [6 to 2]
MOVER: Phillip Hawkins
SECONDER: Robert Apodaca
AYES: Arturo Chacon, Noe Negrete, Robert Apodaca, Michael Gualtieri, Phillip Hawkins, Terry Rodrigue
NAYS: Martha Camacho-Rodriguez, Leticia Vasquez
ABSTAINS: None
ABSENT: None

5. INFORMATION AND DISCUSSION ITEMS

6. CONSENT ITEMS

RECOMMENDED MOTION: Approve consent items 6A, 6B, 6C and 6D.

ACTION: [6 to 2]
MOVER: Robert Apodaca
SECONDER: Phillip Hawkins
AYES: Arturo Chacon, Noe Negrete, Robert Apodaca, Michael Gualtieri, Phillip Hawkins, Terry Rodrigue
NAYS: Martha Camacho-Rodriguez, Leticia Vasquez
ABSTAINS: None
ABSENT: None

6.A Investment Report, Liquidity and Day's Cash Evaluation - September 2022

[22Sept002 Investment Memo Sept 2022.pdf](#)
[22Sept002 Investment Summary Exhibit A Sept 2022.pdf](#)
[22Sept002 Investment Summary Exhibit B Sept 2022.pdf](#)

6.B Financial Report

[22Sept004 Rev-August 2022 - Demand..pdf](#)

6.C Action on Minutes

[08.22.2022 - Regular Board Minutes.pdf](#)

6.D Resolution of the Board of Directors Re-authorizing Remote Teleconference Meetings of the Legislative Bodies of the Central Basin Municipal Water District.

RECOMMENDED MOTION: That the Board of Directors approve, adopt, and authorize the Board President to sign Resolution No. 09.22.1047: "RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020 PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT"

[22Sept003 CB 09-22-1047.pdf](#)

7. REPORTS AND CORRESPONDENCE

7.A Water Supply and Resources Update

[22September001WSR Memo.pdf](#) [22September001 Exhibit A Potable Report \(1\).pdf](#) [22September001 Exhibit B Recycled Report.pdf](#) [22September001 Exhibit C 8-28 Conditions.pdf](#)

7.B Engineering & Operations Update

[22Sept005 E&O Shutdown Memo.pdf](#)
[22Sept005 E&O Exhibit A.pdf](#)

8. PUBLIC, GENERAL MANAGER, AND BOARD COMMENTS

8.A Public Comments

Comments were heard from: one member of the public.

8.B General Manager's Report on District Activities

General Manager Dr. Rojas thanked the Board for their support.

8.C Director's Comments and Report on Approved Meeting/Conference Attendance

Comments were heard from the following Directors:

Director Apodaca
Director Camacho-Rodriguez
Director Gualtieri
Director Hawkins
Director Rodrigue
Board Vice President Negrete
Board President Chacon

9. ADJOURNMENT

9.A Next Regular Board Meeting: October 24, 2022, 10:00 AM

9.B Adjourn Regular Board Meeting of September 26, 2022

Board President Chacon adjourned the meeting at 10:46 am.

Arturo Chacon
Board President

ATTEST:

Elizabeth Brizuela
Board Secretary



MINUTES OF OCTOBER 24, 2022
REGULAR MEETING WATER RESOURCES OF THE BOARD OF DIRECTORS
OF CENTRAL BASIN MUNICIPAL WATER DISTRICT

1. CALL TO ORDER

Present:

Director Robert Apodaca
Director Leticia Vasquez
Director Michael Gualtieri
Director Martha Camacho-
Rodriguez President Arturo Chacon
Vice Chair Noe Negrete

Absent:

Director Terry Rodrigue
Director Phillip Hawkins

1.A Roll Call

1.B Invocation

Led by Director Apodaca

1.C Pledge of Allegiance

Led by Director Negrete

**1.D Certification by the Board Secretary that the agenda was posted in
accordance with the Brown Act.**

2. PRESENTATIONS

None

3. STAFF

PRESENTATIONS None

4. ACTION

ITEMS None

5. INFORMATION AND DISCUSSION

ITEMS None

6. CONSENT ITEMS

Consent Items were tabled.

6.A Investment Report, Liquidity and Day's Cash Evaluation

[22oct002 Investment Memo Oct 2022.pdf](#)

[22oct002 Investment Summary Exhibit A Oct 2022.pdf](#)

[22oct002 Investment Summary Exhibit B Oct 2022.pdf](#)

6.B Financial Report

Demands-September 2022

[22Oct003 September 2022 - Demand List.pdf](#)

6.C Action on Minutes

September 26, 2022 (Regular)

[09.26.2022 - Regular Board Minutes.pdf](#)

6.D Resolution of the Board of Directors Re-authorizing Remote Teleconference Meetings of the Legislative Bodies of the Central Basin Municipal Water District.

RECOMMENDED MOTION: That the Board of Directors approve, adopt, and authorize the Board President to sign Resolution No. 09.22.1047: "RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT RELYING ON GOVERNOR NEWSOM'S MARCH 4, 2020 PROCLAMATION OF A STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT"

[CB 10-22-1048.pdf](#)

7. REPORTS AND CORRESPONDENCE

7.A Water Supply and Resources Update

[22October001 WS&R Memo.pdf](#)

[22October001 Exhibit A Potable.pdf](#)

[22October001 Exhibit B Recycled .pdf](#)

[22October001 Exhibit C 9-26 Conditions.pdf](#)

7.B Update on the Upper Feeder Emergency Pipeline Repair

[22October004 E&O Shutdown Success Memo.pdf](#) [22October004](#)

[Exhibit A Upper Feeder Shutdown Complete.pdf](#)

8. CLOSED SESSION

The meeting adjourned from Open Session to Closed Session at 10:04 am.

8.A Conference with Legal Counsel - Anticipated Litigation Pursuant to Government Code §54956.9 (1)

9. RECONVENE TO OPEN SESSION

The meeting reconvened to Open Session at 11:13 am.

9.A REPORT OF ACTION TAKEN IN CLOSED SESSION

There was no action to report.

10. PUBLIC, GENERAL MANAGER, AND BOARD COMMENTS

This time has been set aside for persons in the audience to make comments or inquiries on matters within the

general subject matter jurisdiction of the Board of Directors (the "Board"). Although no person is required to provide their name and address as a condition to attending a Board meeting, persons who wish to address the Board are asked to state their name prior to making their comments. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. Except as otherwise provided under the Brown Act (Gov. Code section 54950 et seq.), the Board may not deliberate or take action upon

any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Board may also direct staff to investigate certain matters for consideration at a future meeting. In accordance with Gov. Code sections 54954.2 and 54954.3, all members of the Board are considered to be appearing at this meeting in their capacity as members of the Board, not members of the general public, and will therefore refrain from making comments during the public comment period so as to avoid any inadvertent interference with the right of the public to freely comment and/or the inadvertent raising of an issue not on the posted agenda.

The Brown Act precludes a legislative body from prohibiting public criticism of the policies, procedures, programs, or services of the local agency or the acts or omissions of the body. § 54954.3(c). This restriction does not mean that a member of the public may say anything during public testimony. If the topic of the public's comments falls outside the subject matter jurisdiction of the local agency, the legislative body may stop a speaker's comments.

A legislative body also may adopt reasonable rules of decorum that preclude a speaker from disrupting, disturbing or otherwise impeding the orderly conduct of its meetings. § 54954.3(b). The right to publicly criticize a public official does not include the right to slander that official, slander is an untrue defamatory statement that is spoken orally.

Note: At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

[For individuals that would like to make a public comment, please use the 'Raise Hand' feature on your computer or press *9 if calling in. Each person will be recognized and asked to unmute themselves to begin their public comment.]

10.A Public Comments

10.B General Manager's Report on District Activities

10.C Director's Comments and Report on Approved Meeting/Conference Attendance

11. ADJOURNMENT

11.A Next Regular Board Meeting: November 28, 2022

11.B Adjourn Regular Board Meeting of October 24, 2022

Due to a lack of quorum, President Chacon adjourned the meeting at 11:14 am.



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Sharon Kumar

CONSENT ITEM

Financial Report
Demands-September 2022, October 2022

EXHIBITS:

[Demand List 11.16.22.pdf](#)

DEMAND LIST - SEPTEMBER 2022

Number	Payee Name	Description	Transaction Amount
3 - Operating Account			
<u>Check</u>			
24071	AT&T	Monthly Services 08/7/22-9/6/22	\$142.50
24072	CDW GOVERNMENT LLC, CDW GOVERNMENT	Dell Precision 3571 15-12500H 256/16 - for Board Admin	\$2,059.62
24073	ECS IMAGING, INC.	20 ECS Gold Priority Support	\$3,500.00
24074	FRONTIER	Services 8/21/22-9/20/22	\$97.06
24075	JOHN ROBINSON CONSULTING, INC.	Services 7/1/22-7/31/22	\$10,800.00
24076	SO CAL SANITATION LLC	Service for 8/16/22-9/12/22	\$16.54
24077	SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY	Annual Workers' Comp Reconciliation 2021-2022	\$6,145.84
24078	THE PUN GROUP, LLP	Services for May 2022-June 2022	\$24,425.00
24079	WILLDAN FINANCIAL SERVICES	Series 2010A March 9, 2021-April 8, 2022	\$900.00
24080	Gualtieri, Michael, J	Payroll	\$1,001.27
24081	AQUA SIERRA CONTROLS, INC.	Programming Software - March 2022	\$4,810.00
24082	CA. UNDERGROUND FACILITIES SAFE EXCAVATION BOARD	September 2022	\$141.09
24083	CALITICA	August 10-September 9, 2022	\$7,000.00
24084	CENTRAL BASIN WATER ASSOCIATION	Membership Dues 2022-2023	\$52.46
24085	CUMMING MANAGEMENT GROUP, INC.	Services from June 1, 2022 to June 30, 2022	\$29,380.00
24086	GRANICUS, LLC	Maintenance Term 8/30/22-8/29/23	\$5,040.00
24087	INFRAMARK, LLC	Operations & Maintenance- July 2022	\$63,133.18
		Dos:Jul 22 Replaced Sheared Vents & Raised 4T Boxes- Pico River;	\$18,861.70
24088	JOHN ROBINSON CONSULTING, INC.	Period Covered August 1 to August 31, 2022	\$12,125.00
24089	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	Annual Permit Fee 08/15/22	\$479.60
24090	LUCIEN GLOBAL dba LUCIEN PARTNERS	Services for July 2022	\$7,500.00
24091	NETWORK INTEGRATION COMPANY PARTNERS, INC.	Covered Period 08/01/22-8/31/22	\$5,458.34
		Data Center move Labor	\$4,358.50
24092	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	Settlement approved on 07/25/22	\$30,000.00
24093	SAGEVIEW CONSULTING GROUP, LLC	Period Covered 6/1/2022-8/31/22	\$4,500.00
24094	TASC	HRA 8/1/2022-8/31/2022	\$125.00
24095	THE PUN GROUP, LLP	Services for July 2022	\$5,787.50
24096	UNDERGROUND SERVICE ALERT/SC	Database Maintenance - September 2022	\$323.25
Check Totals:			\$248,163.45
<u>EFT</u>			
7152	SO CALIFORNIA EDISON	Electricity Services 07/14/22-8/11/22	\$31.75
7153	SO CALIFORNIA EDISON	Electricity Services 07/20/22-08/17/22	\$23.52
7154	SO CALIFORNIA EDISON	Electricity Services 7/15/22-8/14/22	\$2,410.84
7178	INTERNAL REVENUE SERVICE	FED - Federal Tax Withholding*	\$11,369.68
7179	NATIONWIDE RETIREMENT SOLUTIONS	NW 457b AMT - Nationwide 457b Flat Amt*	\$398.56
7180	NORTHWESTERN MUTUAL	NM 457 - Northwestern Mutual ER	\$501.58

DEMAND LIST - SEPTEMBER 2022

7181	SIP - CALIFORNIA PUBLIC EMPLOYEE'S RETIREMNT SYS	CP 457b AMT - CALPERS 457b Flat Amt*	\$961.11
7182	STATE OF CALIFORNIA FRANCHISE TAX BOARD	CA ST - California State Tax	\$2,161.61
7183	PERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYS	PERS Payment	\$7,407.36
7199	PERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYS	PERS Payment	\$6,933.68
7200	INTERNAL REVENUE SERVICE	FED - Federal Tax Withholding*	\$11,033.88
7201	NATIONWIDE RETIREMENT SOLUTIONS	NW 457b AMT - Nationwide 457b Flat Amt*	\$619.95
7202	NORTHWESTERN MUTUAL	NM 457 - Northwestern Mutual ER	\$501.58
7203	SIP - CALIFORNIA PUBLIC EMPLOYEE'S RETIREMNT SYS	CP 457b AMT - CALPERS 457b Flat Amt*	\$211.11
7204	STATE OF CALIFORNIA FRANCHISE TAX BOARD	CA ST - California State Tax	\$2,032.99
7205	SO CALIFORNIA EDISON	Services for 8/02/22-8/30/22	\$48,421.06
7206	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Monthly Services 10/1/2022-10/31/2022	\$1,023.91
7207	SO CALIFORNIA EDISON	Services for 08/10/22 to 09/08/22	\$20.28
7210	METROPOLITAN WATER DISTRICT OF SOUTHERN CA.	Monthly Water Purchase - July 2022	\$2,901,696.30
7214	FIDELITY SECURITY LIFE INSURANCE COMPANY	Coverage period September 2022	\$457.00
7215	REGUS MANAGEMENT GROUP, LLC	Lease for Office Space- October 2022	\$1,393.32
7216	REGUS MANAGEMENT GROUP, LLC	Lease for Office Space - October 2022	\$4,489.27
7217	REGUS MANAGEMENT GROUP, LLC	Lease for Office Space - October 2022	\$1,213.94
7218	REGUS MANAGEMENT GROUP, LLC	Lease for Office Space - October 2022	\$4,028.39
7219	PUBLIC STORAGE	Storage Space for District Supplies - September 2022	\$511.00
7220	PUBLIC STORAGE	Storage Space for District Supplies - September 2022	\$614.00
7221	PUBLIC STORAGE	Storage Space for District Supplies - September 2022	\$487.00
7223	FIRST BANKCARD - ENGINEERING	Engineering Credit Card 8/31/22	\$54.00
7226	FIRST BANKCARD - CENTRAL BASIN (FINANCE)	Finance Credit Card - 8.31.22	\$9,191.37
7227	FIRST BANKCARD - CENTRAL BASIN (DISTRICT)	District Credit Card - 8.31.22	\$712.82
	Net Payroll	Payroll - 09/07/22	\$31,215.98
	Net Payroll	Payroll - 09/21/22	\$30,223.01
	Director Vasquez	Expense payment	\$3,421.29
	Auner Lopez	Expense payment	\$135.96
	Chacon	Expense payment	\$278.90
EFT Totals:			\$3,086,188.00
Grand Total			\$3,334,351.45

DEMAND LIST - SEPTEMBER 2022

ROBERT APODACA	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$590.38	
	Director's Meetings - Per Diem Metropolitan		
	Payroll Taxes & Deductions - 09/07/22	-\$283.65	\$903.73
CAMACHO-RODRIGUEZ-MARTIN	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$295.19	
	Payroll Taxes & Deductions - 09/07/22	-\$130.28	\$761.91
ARTURO CHACON	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$1,180.76	
	Payroll Taxes & Deductions - 09/07/22	-\$588.33	\$1,189.43
PHILLIP HAWKINS	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$590.38	
	Director's Meetings - Per Diem Metropolitan	\$0.00	
	Payroll Taxes & Deductions - 09/07/22	-\$434.02	\$753.36
LETICIA VASQUEZ	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$295.19	
	Payroll Taxes & Deductions - 09/07/22	-\$880.28	\$11.91
ROBERT APODACA	Director's Meetings - Per Diem	\$1,475.95	
	Director's Meetings - Per Diem Metropolitan	\$590.38	
	Payroll Taxes & Deductions - 09/21/22	-\$689.13	\$1,377.20
CAMACHO-RODRIGUEZ-MARTIN	Director's Meetings - Per Diem	\$1,180.76	
	Payroll Taxes & Deductions - 09/21/22	-\$338.41	\$842.35
ARTURO CHACON	Director's Meetings - Per Diem	\$1,771.14	
	Payroll Taxes & Deductions - 09/21/22	-\$586.57	\$1,184.57
PHILLIP HAWKINS	Director's Meetings - Per Diem	\$1,475.95	
	Director's Meetings - Per Diem Metropolitan	\$590.38	
	Payroll Taxes & Deductions - 09/21/22	-\$710.52	\$1,355.81
LETICIA VASQUEZ	Director's Meetings - Per Diem	\$590.38	
	Payroll Taxes & Deductions - 09/21/22	-\$170.56	\$419.82

DEMAND LIST - OCTOBER 2022

Number	Payee Name	Description	Transaction Amount
<u>Check</u>			
24097	AT&T	AT&T -Rio Hondo -DOS: 09/07/22-10/06/22	\$142.50
24098	BAKER, KEENER & NAHRA, LLP	General Counsel & Litigation Services	\$80,448.11
24099	BDG LAW GROUP, A PROFESSIONAL LAW CORPORATION	SPECIAL COUNSEL - July2022	\$6,515.00
24100	CA. Association Local Agency Formation Commissions	2022 CALAFCO Annual Conference; Horizon Sponsor	\$1,500.00
24101	CAPSTONE PARTNERS GROUP INC.	Services for May 1, 2022 - August 25, 2022	\$14,870.00
		Services for July 1, 2022-August 25, 2022	\$25,615.00
		Task12.3 Water Audit - DOS: July 1, 2022- August 25, 2022	\$6,430.00
24102	CUMMING MANAGEMENT GROUP, INC.	Services for August 1, 2022 to August 31, 2022	\$2,155.00
24103	ECS IMAGING, INC.	LF Quick Fields License with Zone OCR	\$4,595.00
24104	INFRAMARK, LLC	Services for August 2022	\$63,133.18
		Services for August 2022- Hollydale Station	\$10,741.13
		Services for September 2022	\$7,670.00
24105	NHA ADVISORS, LLC	Series 2022 A&B Bonds FY2020-21	\$1,400.00
24106	SA ASSOCIATES	Staff Augmentation - August 31, 2022	\$5,508.00
24107	SO CAL SANITATION LLC	Service for 9/13/22-10/10/22	\$16.54
24108	STEM ENERGY SOUTHERN CALIFORNIA, LLC	Services for 7/2/2022-9/20/2022	\$4,424.25
24109	TASC	HRA Record Keeping Services-9/1/22-9/30/22	\$375.00
24110	Gualtieri, Michael, J	Payroll	\$1,001.27
24111	BDG LAW GROUP, A PROFESSIONAL LAW CORPORATION	Special Counsel for August 2022	\$8,013.75
24112	CA. UNDERGROUND FACILITIES SAFE EXCAVATION BOARD	Services - October, 2022	\$141.09
24113	CALITICA	September 10-October 9, 2022	\$7,000.00
24114	CAPSTONE PARTNERS GROUP INC.	Period of Services: June 2022 through August 25, 2022	\$2,545.00
24115	JOHN ROBINSON CONSULTING, INC.	Services for September 1 to September 30, 2022	\$10,950.00
24116	LUCIEN GLOBAL dba LUCIEN PARTNERS	Services for September 2022	\$7,500.00
		Services for August 2022	\$7,500.00
24117	NETWORK INTEGRATION COMPANY PARTNERS, INC.	Coverage Period: 09/01/22-09/30/22	\$5,458.34
24118	PIP PRINTING	500 Business Envelopes	\$198.45
24119	SA ASSOCIATES	Services for September 1 to September 30, 2022	\$7,752.00
24120	TASC	HRA Record Keeping Services 9/1/22-9/30/22	\$234.24
24121	UNDERGROUND SERVICE ALERT/SC	Database Maintenance - July 2022	\$343.30
		Database Maintenance - October 2022	\$354.75
24122	WATEREUSE ASSOCIATION	2023 Annual Membership Dues	\$15,015.00
Check Totals:			\$309,545.90

DEMAND LIST - OCTOBER 2022

EFT

7208	SO CALIFORNIA EDISON	Services for 08/12/22 to 09/12/22	\$35.75
7209	SO CALIFORNIA EDISON	Services for 08/15/22 to 09/13/22	\$2,527.56
7243	INTERNAL REVENUE SERVICE	FED - Federal Tax Withholding*	\$10,645.30
7244	NATIONWIDE RETIREMENT SOLUTIONS	NW 457b AMT - Nationwide 457b Flat Amt*	\$442.84
7245	NORTHWESTERN MUTUAL	NM 457 - Northwestern Mutual ER	\$501.58
7246	SIP - CALIFORNIA PUBLIC EMPLOYEE'S RETIREMNT SYS	CP 457b AMT - CALPERS 457b Flat Amt*	\$961.11
7247	STATE OF CALIFORNIA FRANCHISE TAX BOARD	CA ST - California State Tax	\$2,017.79
7248	PERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYS	PERS Payment	\$6,933.68
7266	PERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYS	PERS Payment	\$7,310.38
7267	INTERNAL REVENUE SERVICE	FED - Federal Tax Withholding*	\$12,465.70
7268	NATIONWIDE RETIREMENT SOLUTIONS	NW 457b AMT - Nationwide 457b Flat Amt*	\$575.67
7269	NORTHWESTERN MUTUAL	NM 457 - Northwestern Mutual ER	\$501.58
7270	SIP - CALIFORNIA PUBLIC EMPLOYEE'S RETIREMNT SYS	CP 457b AMT - CALPERS 457b Flat Amt*	\$211.11
7271	STATE OF CALIFORNIA FRANCHISE TAX BOARD	CA ST - California State Tax	\$2,115.14
7289	REGUS MANAGEMENT GROUP, LLC	Lease for Office Space - November 2022	\$11,217.01
7293	KEENAN & ASSOCIATES	P&L Claim 2022/2023 - Quarterly Admin Fee	\$385.50
7294	SO CALIFORNIA EDISON	Electricity-Cerritos Station#2521-16401 Puima Ave, Cerritos,	\$26.61
7295	METROPOLITAN WATER DISTRICT OF SOUTHERN CA.	Monthly Water Purchase - August 2022	\$3,051,312.50
7296	FIDELITY SECURITY LIFE INSURANCE COMPANY	Billing period - October 2022	\$457.00
7297	CB&T/ACWA-JPIA	MONTHLY BENEFITS PLAN - October 2022	\$30,543.40
7298	PUBLIC STORAGE	Storage Space for October 2022	\$1,380.00
7301	CB&T/ACWA-JPIA	MONTHLY BENEFITS PLAN - November 2022	\$31,829.64
7302	SO CALIFORNIA EDISON	San Gabriel River, Pico Rivera - 8/31/22-9/29/22	\$45,481.92
7303	BRADDOCK, NAJA	September 2022 Reimbursement	\$131.64
7304	FIRST BANKCARD - ENGINEERING	Credit card - 09/30/2022	\$220.00
	FIRST BANKCARD - FINANCE	Credit card - 09/30/2022	\$14,712.14
	Lincoln National Security	Monthly Services November 2022	\$848.11
	Net Payroll	Payroll - 10/05/22	\$29,507.03
	Net Payroll	Payroll - 10/19/22	\$31,066.08

EFT Totals:

\$3,296,363.77

Grand Totals:

\$3,605,909.67

DEMAND LIST - OCTOBER 2022

ROBERT APODACA	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$590.38	
	Director's Meetings - Per Diem Metropolitan	\$295.19	
	Payroll Taxes & Deductions - 10/05/22	-\$391.73	\$1,090.84
CAMACHO-RODRIGUEZ-MARTHA	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$295.19	
	Payroll Taxes & Deductions - 10/05/22	-\$130.28	\$761.91
ARTURO CHACON	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$1,180.76	
	Payroll Taxes & Deductions - 10/05/22	-\$588.32	\$1,189.44
PHILLIP HAWKINS	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$295.19	
	Director's Meetings - Per Diem Metropolitan	\$590.38	
	Payroll Taxes & Deductions - 10/05/22	-\$508.02	\$974.55
LETICIA VASQUEZ	Director's - Auto Allowance-monthly	\$397.00	
	Director's - Communications Allowance	\$200.00	
	Director's Meetings - Per Diem	\$295.19	
	Payroll Taxes & Deductions - 10/05/22	-\$880.28	\$11.91
ROBERT APODACA	Director's Meetings - Per Diem	\$1,180.76	
	Director's Meetings - Per Diem Metropolitan	\$590.38	
	Payroll Taxes & Deductions - 10/19/22	-\$575.59	\$1,195.55
CAMACHO-RODRIGUEZ-MARTHA	Director's Meetings - Per Diem	\$885.57	
	Payroll Taxes & Deductions - 10/19/22	-\$253.81	\$631.76
ARTURO CHACON	Director's Meetings - Per Diem	\$1,771.14	
	Payroll Taxes & Deductions - 10/19/22	-\$586.57	\$1,184.57
MICHAEL GUALTERI	Director's Meetings - Per Diem	\$1,180.76	
	Payroll Taxes & Deductions - 10/19/22	-\$179.49	\$1,001.27
PHILLIP HAWKINS	Director's Meetings - Per Diem	\$1,180.76	
	Director's Meetings - Per Diem Metropolitan	\$1,180.76	
	Payroll Taxes & Deductions - 10/19/22	-\$825.77	\$1,535.75
LETICIA VASQUEZ	Director's Meetings - Per Diem	\$885.57	
	Payroll Taxes & Deductions - 10/19/22	-\$286.36	\$599.21



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Alex Rojas

CONSENT ITEM

Investment Report, Liquidity and Day's Cash Evaluation
September 2022, October 2022

EXHIBITS:

[22oct002 Investment Memo Oct 2022.pdf](#)
[22oct002 Investment Summary Exhibit A Oct 2022.pdf](#)
[22oct002 Investment Summary Exhibit B Oct 2022.pdf](#)
[22Nov004 Investment Memo Nov 2022.pdf](#)
[22Nov004 Investment Summary Exhibit A Nov 2022.pdf](#)
[22Nov004 Investment Summary Exhibit B Nov 2022.pdf](#)



Central Basin

Municipal Water District

October 13, 2022 – Administration & Finance

Apodaca, Chacon, Hawkins

October 24, 2022 – Board Meeting

Prepared by: Staff

Submitted by: Dr. Alejandro Rojas

Approved by: Dr. Alejandro Rojas

CONSENT CALENDAR

INVESTMENT REPORT, LIQUIDITY AND DAY'S CASH EVALUATION – OCTOBER 2022

Investment Policy Summary

Central Basin's Investment Policy, created in compliance with California Government Code, Section 53600 et seq, offers the requirements and practices used to manage the District's available cash and investment portfolio. In addition to maintaining compliance with the legal investment authority established by the California Government Code, the District, like most other local government agencies, has established three investment objectives: (1) Safety of Principal, (2) Protection of Liquidity, and (3) Return on Investment. In practice, the investment objectives translate into conservative treasury practices that seek to protect District assets from loss.

The Investment Policy, reviewed and approved at least annually by the Central Basin Board of Directors, stipulates that the District's Treasurer/Finance Director publish a monthly report to the Board of Directors "indicating the types of investments by fund, institution, date of maturity, and amount of deposit, and shall provide the current market value of all securities with a maturity of more than 12 months, rates of interest, and expected yield to maturity."

Central Basin's 2020 Investment Policy was presented to the Finance and Administration Committee on February 10, 2022 and approved by the Board of Directors on February 28, 2022. The next review and approval are scheduled for February 2023.

Investment Report Composition

The District maintains its investments in restricted and unrestricted categories: US Bank Custody Services - Depository Fixed Payment Account for the standby revenue (direct intercept), investments in the California State Treasurer's Local Agency Investment Fund (LAIF), investments in the Los Angeles County Pooled Investment Fund (LACPIF), investments with UBS, and cash in bank used for daily operations held in MUFG Union Bank.

Restricted investments have been established per the debt covenants pertaining to the 2022A and 2022B bonds. The District ensures that the debt covenants related to reserves are in compliance.

October 2022 Investment Report

Total District cash and investments, inclusive of unrestricted and restricted sources, was \$15.8 million as of September 30, 2022.

- The Unrestricted Investment Portfolio has a market value of \$15.7 million (September 30, 2022).
- Cash in Bank balance as of September 30, 2022 was \$3.3 million.
- The LAIF Investment balance as of September 30, 2022 was \$6.4 million.
- The LACPIF Investment balance as of September 30, 2022 was \$1.1 million.
- The UBS Investment balance as of September 30, 2022 was \$4.8 million.
- Restricted Cash and Investment Portfolio has market value of \$27,636 (September 30, 2022).

Local Agency Investment Fund (LAIF)

The District maintains a liquidity cushion in the form of cash on hand in its service bank and LAIF deposits. The LAIF average effective investment yield increased by 0.19% from the prior month.

LAIF Average Monthly Effective Yield												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.45%	0.40%	0.35%	0.34%	0.31%	0.26%	0.22%	0.22%	0.21%	0.20%	0.20%	0.23%
2022	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%				

Los Angeles County Pooled Investment Fund (LACPIF)

The District maintains a liquidity cushion in the form of cash on hand in its service bank and LACPIF deposits. The LACPIF average effective investment yield increased by 0.28% from the prior month.

LACPIF Average Monthly Effective Yield												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.54%	0.56%	0.48%	0.50%	0.50%	0.51%	0.52%	0.52%	0.53%	0.52%	0.52%	0.48%
2022	0.50%	0.63%	0.67%	0.80%	0.94%	1.15%	1.39%	1.67%				

FISCAL IMPACTS:

Changes in Unrestricted Portfolio Value

The Unrestricted Portfolio represents the cash readily available for spending by the District, while the Restricted Portfolio is reserved per the terms of the 2022A and 2022B bond(s) purchase agreement and the LACO intercept agreement.

Unrestricted Investment Portfolio and Industry Evaluation Criteria

The summary below offers insight into the monthly balances in the Unrestricted Portfolio over the last four fiscal years and a year-to-date for the current fiscal year.

History of Unrestricted Investment Portfolio					
Cash in Bank, LAIF Investment, LACPIF Investment, UBS Unrestricted Investments					
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
July	7,802,902	6,278,392	9,276,723	13,917,106	17,789,856
August	7,056,098	7,386,816	13,525,733	14,484,739	17,825,624
September	7,224,315	7,914,748	10,726,002	16,450,582	15,782,871
October	7,288,673	8,186,677	11,789,102	16,839,397	
November	7,282,327	8,382,349	12,377,901	16,185,351	
December	7,305,632	9,187,200	11,695,070	17,092,665	
January	10,856,854	9,630,169	13,529,124	22,651,049	
February	8,444,803	9,252,960	13,102,526	19,747,205	
March	8,228,098	9,500,853	13,212,931	19,436,989	
April	6,682,144	9,837,829	11,982,204	18,800,417	
May	6,526,243	9,258,731	12,422,314	18,697,342	
June	6,446,431	9,620,990	15,668,579	18,171,307	
Average/Month	7,595,377	8,703,143	12,442,351	17,706,179	17,132,784

Standard & Poor's published its current 'Rating Methodology and Assumptions' guidelines in January 2016. The guidelines offer comprehensive evaluation criteria to credit analysts in their approach to an enterprise operation like Central Basin.

PROCUREMENT PROCESS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This was reviewed by the Administration & Finance Committee on October 13, 2022.

RECOMMENDED MOTION:

That the Board receive and file this information.

EXHIBITS:

Exhibit "A" – Treasurer's Cash and Investment Report as of 9/30/2022

Exhibit "B" – 2022A and 2022B Reserve Funds Schedule of Investments

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Central Basin Municipal Water District Treasurer's Cash and Investment Report as of 09/30/2022

Unrestricted Funds	Balance
Cash In Bank	\$ 3,340,925
Net Cash Available LAIF (Note 1)	\$ 6,486,026
Net Cash Available LACPIF (Note 2)	\$ 1,119,084
Investments (Note 3)	\$ 4,836,835
	\$ 15,782,871
Restricted Funds	
Depository Fixed Payment Account (Note 4)	\$ 27,636
	\$ 27,636
Unrestricted & Restricted Funds	\$ 15,810,507

NOTES:

(1) Local Agency Investment Fund (LAIF) interest is computed daily on balances outstanding.

(2) Los Angeles County Pooled Investment Fund (LACPIF) interest is compounded daily on balances outstanding.

(3) Unrestricted Investments with UBS.

(4) The Depository Fixed Payment Account (Lockbox: standby revenue funds holding account)

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's estimated expenditures for the next six months.

Approved: _____


Alejandro Rojas, General Manager & Treasurer

Asset Type	Asset Name	CUSIP	Shares/Units	Days to Maturity	Market Value	Net Unrealized Gain/Loss	Annual Yield	Maturity Date	S&P Rating	% of Total Market Value	Industry																		
CENTRAL BASIN MWD DEPOSITORY AC	GS FIN SQ TREAS INSTRUMENTS INST	38142B500	27635.8700	-	\$ 27,636	-	1.09%	-	-	100%	SHORT TERM FDS-TAXABLE (ACM)																		
TOTAL					\$ 27,636	\$ -	TOTAL					100.0%																	
<table><tr><td></td><td>Market Value</td><td>Net Unrealized Gain/Loss</td></tr><tr><td>Cash & Cash Equivalents</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Government Obligations</td><td>\$ 27,636</td><td>\$ -</td></tr><tr><td>Non-Life Insurance Policies</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Corporate Obligations</td><td>\$ -</td><td>\$ -</td></tr><tr><td>TOTAL</td><td>\$ 27,636</td><td>\$ -</td></tr></table>													Market Value	Net Unrealized Gain/Loss	Cash & Cash Equivalents	\$ -	\$ -	Government Obligations	\$ 27,636	\$ -	Non-Life Insurance Policies	\$ -	\$ -	Corporate Obligations	\$ -	\$ -	TOTAL	\$ 27,636	\$ -
	Market Value	Net Unrealized Gain/Loss																											
Cash & Cash Equivalents	\$ -	\$ -																											
Government Obligations	\$ 27,636	\$ -																											
Non-Life Insurance Policies	\$ -	\$ -																											
Corporate Obligations	\$ -	\$ -																											
TOTAL	\$ 27,636	\$ -																											



November 7, 2022 – Administration & Finance

Apodaca, Chacon, Gualtieri

November 28, 2022 – Board Meeting

Prepared by: Staff

Submitted by: Dr. Alejandro Rojas

Approved by: Dr. Alejandro Rojas

CONSENT CALENDAR

INVESTMENT REPORT, LIQUIDITY AND DAY'S CASH EVALUATION – OCTOBER 2022

Investment Policy Summary

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The Investment Policy, reviewed and approved at least annually by the Central Basin Board of Directors, stipulates that the District's Treasurer/Finance Director publish a monthly report to the Board of Directors "indicating the types of investments by fund, institution, date of maturity, and amount of deposit, and shall provide the current market value of all securities with a maturity of more than 12 months, rates of interest, and expected yield to maturity."

Central Basin's 2020 Investment Policy was presented to the Finance and Administration Committee on February 10, 2022 and approved by the Board of Directors on February 28, 2022. The next review and approval are scheduled for February 2023.

Investment Report Composition

The District maintains its investments in restricted and unrestricted categories: US Bank Custody Services - Depository Fixed Payment Account for the standby revenue (direct intercept), investments in the California State Treasurer's Local Agency Investment Fund (LAIF), investments in the Los Angeles County Pooled Investment Fund (LACPIF), investments with UBS, and cash in bank used for daily operations held in MUFG Union Bank.

Restricted investments have been established per the debt covenants pertaining to the 2022A and 2022B bonds. The District ensures that the debt covenants related to reserves are in compliance.

November 2022 Investment Report

Total District cash and investments, inclusive of unrestricted and restricted sources, was \$15.7 million as of October 31, 2022.

- The Unrestricted Investment Portfolio has a market value of \$15.7 million (October 31, 2022).
- Cash in Bank balance as of October 31, 2022 was \$3.2 million.
- The LAIF Investment balance as of October 31, 2022 was \$6.5 million.
- The LACPIF Investment balance as of October 31, 2022 was \$1.1 million.
- The UBS Investment balance as of October 31, 2022 was \$4.8 million.
- Restricted Cash and Investment Portfolio has market value of \$27,689 (October 31, 2022).

Local Agency Investment Fund (LAIF)

The District maintains a liquidity cushion in the form of cash on hand in its service bank and LAIF deposits. The LAIF average effective investment yield increased by 0.19% from the prior month.

LAIF Average Monthly Effective Yield												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.45%	0.40%	0.35%	0.34%	0.31%	0.26%	0.22%	0.22%	0.21%	0.20%	0.20%	0.23%
2022	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%	1.09%	1.28%	1.51%			

Los Angeles County Pooled Investment Fund (LACPIF)

The District maintains a liquidity cushion in the form of cash on hand in its service bank and LACPIF deposits. The LACPIF average effective investment yield increased by 0.28% from the prior month.

LACPIF Average Monthly Effective Yield												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.54%	0.56%	0.48%	0.50%	0.50%	0.51%	0.52%	0.52%	0.53%	0.52%	0.52%	0.48%
2022	0.50%	0.63%	0.67%	0.80%	0.94%	1.15%	1.39%	1.67%	1.95%			

FISCAL IMPACTS:

Changes in Unrestricted Portfolio Value

The Unrestricted Portfolio represents the cash readily available for spending by the District, while the Restricted Portfolio is reserved per the terms of the 2022A and 2022B bond(s) purchase agreement and the LACO intercept agreement.

Unrestricted Investment Portfolio and Industry Evaluation Criteria

The summary below offers insight into the monthly balances in the Unrestricted Portfolio over the last four fiscal years and a year-to-date for the current fiscal year.

History of Unrestricted Investment Portfolio					
Cash in Bank, LAIF Investment, LACPIF Investment, UBS Unrestricted Investments					
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
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Average/Month	7,595,377	8,703,143	12,442,351	17,706,179	16,787,533

Standard & Poor's published its current 'Rating Methodology and Assumptions' guidelines in January 2016. The guidelines offer comprehensive evaluation criteria to credit analysts in their approach to an enterprise operation like Central Basin.

PROCUREMENT PROCESS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This will be reviewed by the Administration & Finance Committee on November 7, 2022.

RECOMMENDED MOTION:

That the Board receive and file this information.

EXHIBITS:

Exhibit "A" – Treasurer's Cash and Investment Report as of 10/31/2022
Exhibit "B" – 2022A and 2022B Reserve Funds Schedule of Investments

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Central Basin Municipal Water District Treasurer's Cash and Investment Report as of 10/31/2022

Unrestricted Funds	Balance
Cash In Bank	\$ 3,280,850
Net Cash Available LAIF (Note 1)	\$ 6,515,862
Net Cash Available LACPIF (Note 2)	\$ 1,119,958
Investments (Note 3)	\$ 4,835,109
	\$ 15,751,779
Restricted Funds	
Depository Fixed Payment Account (Note 4)	\$ 27,689
	\$ 27,689
Unrestricted & Restricted Funds	\$ 15,779,467

NOTES:

- (1) Local Agency Investment Fund (LAIF) interest is computed daily on balances outstanding.
- (2) Los Angeles County Pooled Investment Fund (LACPIF) interest is compounded daily on balances outstanding.
- (3) Unrestricted Investments with UBS.
- (4) The Depository Fixed Payment Account (Lockbox: standby revenue funds holding account)

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's estimated expenditures for the next six months.

Approved: _____


Alejandro Rojas, General Manager & Treasurer

Asset Type	Asset Name	CUSIP	Shares/Units	Days to Maturity	Market Value	Net Unrealized Gain/Loss	Annual Yield	Maturity Date	S&P Rating	% of Total Market Value	Industry																		
CENTRAL BASIN MWD DEPOSITORY AC	GS FIN SQ TREAS INSTRUMENTS INST	38142B500	27688.7600	-	\$ 27,689	-	1.09%	-	-	100%	SHORT TERM FDS-TAXABLE (ACM)																		
TOTAL					\$ 27,689	\$ -	TOTAL					100.0%																	
<table><tr><td></td><td>Market Value</td><td>Net Unrealized Gain/Loss</td></tr><tr><td>Cash & Cash Equivalents</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Government Obligations</td><td>\$ 27,689</td><td>\$ -</td></tr><tr><td>Non-Life Insurance Policies</td><td>\$ -</td><td>\$ -</td></tr><tr><td>Corporate Obligations</td><td>\$ -</td><td>\$ -</td></tr><tr><td>TOTAL</td><td>\$ 27,689</td><td>\$ -</td></tr></table>													Market Value	Net Unrealized Gain/Loss	Cash & Cash Equivalents	\$ -	\$ -	Government Obligations	\$ 27,689	\$ -	Non-Life Insurance Policies	\$ -	\$ -	Corporate Obligations	\$ -	\$ -	TOTAL	\$ 27,689	\$ -
	Market Value	Net Unrealized Gain/Loss																											
Cash & Cash Equivalents	\$ -	\$ -																											
Government Obligations	\$ 27,689	\$ -																											
Non-Life Insurance Policies	\$ -	\$ -																											
Corporate Obligations	\$ -	\$ -																											
TOTAL	\$ 27,689	\$ -																											



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

CONSENT ITEM

AB1794 Compliance Updates

RECOMMENDED MOTION:

That the board adopt changes to the administrative code and one contract to align the District language with the new district boundaries, board majority, quorum, and affirmative vote requirements in compliance with AB1794, and approves, adopts, and authorizes the President to sign Resolution No. 11-22-1049, "A RESOLUTION OF THE BOARD OF DIRECTORS OF CENTRAL BASIN MUNICIPAL WATER DISTRICT AMENDING ADMINISTRATIVE CODE PART 2, 5 and 7 EFFECTIVE NOVEMBER 28, 2022."

EXHIBITS:

[22Nov003 Board Memo AB1794 Complaine Consent Item.pdf](#)
[22Nov003 Exhibit A - CB 11-22-1049 - resolution with admin code.pdf](#)
[22Nov003 AB1794 Exhibit B.pdf](#)



Central Basin
Municipal Water District

NOVEMBER 7, 2022 - Administration & Finance

Apodaca, Gualtieri, Chacon

NOVEMBER 28, 2022 - Board Meeting

Prepared by: Sharon Kumar

Submitted by: Elizabeth Brizuela

Approved by: Dr. Alejandro Rojas

CONSENT ITEM

AB1794 COMPLIANCE UPDATES

SUMMARY:

In September 2016, the Governor passed Assembly Bill No. 1794.

The recommended Code attached under “Exhibit A” of Resolution 11-22-1049 incorporates all recommendations made by Assembly Bill No AB1794 and reflects the redistricting process and the new address for the District headquarters. The following parts of the Admin Code were amended:

- a) Part 2 - Chapter 1, Article 1, Section 1.1 and 1.6 – page 5 and 9
Chapter 1, Article 2, Section 2.2 – page 10
Chapter 1, Article 4, Section 4.2 – page 17
- b) Part 5 - Chapter 1, Article 1, Section 1.2 – page 166
- c) Part 7 - Chapter 1, Article 3, Section 3.7 – page 220

The recommended updates attached under “Exhibit B” updates contract language regarding board majority, quorum, and affirmative vote requirements in compliance with AB1794.

PROCUREMENT PROCESS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item will be reviewed by the Administration and Finance Committee on November 7, 2022.

RECOMMENDED MOTION:

The board adopt changes to the administrative code and one contract to align the District language with the new district boundaries, board majority, quorum, and affirmative vote requirements in compliance with AB1794, and approves, adopts, and authorizes the President to sign Resolution No. 11-22-1049, “A RESOLUTION OF THE BOARD OF DIRECTORS OF CENTRAL BASIN MUNICIPAL WATER DISTRICT AMENDING ADMINISTRATIVE CODE PART 2, 5 and 7 EFFECTIVE NOVEMBER 28, 2022.”

CBMWD Board Memorandum
November 28, 2022

EXHIBITS:

Exhibit "A" – Resolution No. 11-22-1049

Exhibit "B" – GM Contract Amendment 4of4

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RESOLUTION NO. 11-22-1049**A RESOLUTION OF THE BOARD OF DIRECTORS OF
CENTRAL BASIN MUNICIPAL WATER DISTRICT
AMENDING ADMINISTRATIVE CODE PART 2, 5 and 7
EFFECTIVE NOVEMBER 28, 2022****Section 1. Purpose**

This Resolution amends Part 2, 5 and 7 of the Administrative Code.

Section 2. Amend

Part 2, 5 and 7 of the Administrative Code is hereby amended.

Section 3. Amendment

- a) Part 2 - Chapter 1, Article 1, Section 1.1 and 1.6
Chapter 1, Article 2, Section 2.2
Chapter 1, Article 4, Section 4.2
- b) Part 5 - Chapter 1, Article 1, Section 1.2
- c) Part 7 - Chapter 1, Article 3, Section 3.7

Part 2, 5 and 7 is amended and reenacted attached as "Exhibit A."

Section 4. Reaffirmation of Administration Code

Except as provided herein, Resolution No. 11-22-1049 as it relates to the Central Basin Municipal Water District's Administrative Code pertaining to Part 2, 5 and 7 reaffirms and readopts all other provisions of the Administrative Code.

PASSED, APPROVED AND ADOPTED on November 28, 2022.

Arturo Chacon
Board President

ATTEST:

Elizabeth Brizuela, Board Secretary

(SEAL)

Y:\centralbasinboard\cbresos\cb1049

EXHIBIT A

ADMIN CODE

Part 2 ADMINISTRATION

Chapter 1 Board of Directors

Purpose & Mission

The primary mission of the Central Basin Municipal Water District is to provide reliable, high-quality water supplies from MET and local recycled water sources, to meet present and future water needs, at an equitable and economical cost, and to promote water use efficiency throughout the District's service area.

Article 1 – Articles of Election or Appointment

New legislation effective January 1, 2017 expanded the membership of the Board of Directors of the District. Until the directors elected at the November 8, 2022 election take office, the Board of Directors will be composed of eight directors.

In addition to the ~~five~~ **four** publically-elected directors, three additional directors will be appointed by the water purveyors within the District pursuant to Section 71267 of the Water Code. After 2022, the Board of Directors will be composed of seven directors, as one of the elected positions will be eliminated through redistricting.

1.1 Election of Public Officials

Directors are elected to office in accordance with the provisions of the Municipal Water District Law of 1911. Elections shall be conducted in November of even numbered years and the term of office shall be for four (4) years. The timing of elections for each District shall be as follows and shall continue every four (4) years thereafter:

Division 1	November	2024
Division 2	November	2024
Division 3	November	2022
Division 4	November	2024
Division 5	November	2020

1.2 Appointments of Public Officials

When a vacancy of a publicly elected seat occurs on the Board prior to the expiration of a term, the remaining Directors shall have the option of filling such vacancy by appointment by a majority vote of the Board, or by calling for an election in the manner set forth in Government Code section 1780.

If the Board fails to fill the vacancy either by appointment or by calling for an election, the manner in filling the vacancy shall be governed by the method as set forth in Government Code section 1780.

Terms for Appointed Water Purveyors respectively begin and end at noon on the fourth Friday in February at the end or beginning of the term.

Persons elected or appointed to serve as Director shall take the oath of office prior to assuming office. The Secretary shall administer the oath. Notwithstanding the forgoing, a Director, in addition to the mandatory oath administered by the Secretary of the District, may be sworn in by any other person selected by said Director in a ceremonial event.

The District will set a \$2,500 limit on the amount of funds that can be spent on Director installation ceremonies in a given election year.

1.6 Divisions

The District is divided into ~~five~~ **four** divisions as shown on the Official Map of Division Boundaries on file at the Los Angeles County Registrar of Records. Each division is represented by one Director. Review and amendment of the District boundaries shall be conducted as required by Elections Code section 22000.

Appointed Water Purveyors serve at large and represent the entire service area.

Article 2 – Organization and Board Officers

2.1 General

The Board is organized as set forth in this Article.

2.2 Officers of the Board

The Board shall at its required reorganization meeting each January select the President and Vice President by motion. Only in the event the Board is unable to agree on the selection of officers in any given year, then the position of President shall be filled by the most senior member of the Board by a rotation process.

Persons shall be appointed to the position of Vice President in the same order for the period of time immediately preceding their appointment as President, only in the event the Board is unable to agree on the selection of a Director to serve as Vice President.

In the event a Director declines the position, that office shall fall to the Director next in line in the rotation. Under this default process of selection of officers, once the Director completes his/her full one year term as President or Vice President, he/she shall be placed at the bottom of the rotation list and all other Directors shall move up on the list.

As members leave the Board, the order of appointment shall be deemed modified by adding the names of new Board members at the bottom of the order of appointment, and deleting the name of the retiring member or members therefrom. Where the names of two or more new Board members are added to the order at the same time, their respective

positions on the order of appointment shall be determined based upon which person received the highest number of votes in the District election immediately preceding. Where the names of two directors at large appointed by purveyors are added at the same time, their respective positions on the order of appointment shall be established randomly by lot by the General Manager.

Notwithstanding any other provisions of this section, by the affirmative vote of not less than ~~five~~ **four** members of the Board, any or all provisions hereof may be suspended, and any member of the Board may be appointed to the position of President or Vice President for a fixed or indeterminate term or terms.

In the event the Board does not appoint officers during the required reorganization meeting in January, the Board shall select the President and Vice President at a properly noticed District Board meeting once within such calendar year.

The Board also may elect one of its members to the posts of Secretary and Treasurer or may select an employee to perform those functions.

The Board shall at its required reorganization meeting each January discuss its representatives to the Metropolitan Water District of Southern California (MWD) Board of Directors and retain or make changes to its appointments at that time. It should be noted that changing the District's MWDSC representatives can be made at any time at a properly noticed District Board meeting.

In addition, the Board shall at its required reorganization meeting each January designate the Chairperson, Vice Chairperson, and confirm all other required officers to the Central Basin Municipal Water District Financing Corporation.

Article 3 – Powers and Duties

3.1 Powers Vested in the Board of Directors

Powers of the District shall be vested in the Board except for powers delegated to the committees and the General Manager in this Code.

3.2 General Duties of the Board of Directors

The Board will govern with an emphasis on outward vision, encouragement of diversity in viewpoints, strategic leadership more than administrative detail, and clear distinction of Board and general manager goals. The Board will direct, control and inspire the organization through the careful establishment of broad written policies and the continuous development of strategic policy-based leadership initiatives.

The Board's major policy focus will be on intended long-term impacts of the organization, not on the administrative or programmatic means of attaining those effects.

- (d) The Secretary shall provide each Board member a copy of the Administrative Code. Each Board member is expected to review the Administrative Code and be familiar with its contents.

4.2 Regular and Special Meetings

- (a) The Board shall hold regular meetings on the fourth Monday of each month at the hour of 10:00 a.m. at the District's headquarters at ~~6252 E. Telegraph Road~~ 6801 East Washington Boulevard, Commerce, California 90040. A regular meeting may be adjourned by the Board or by the Secretary if less than a quorum to another time. An adjourned regular meeting is a regular meeting if held within five days of the regular meeting. If the adjourned meeting is held more than five days after the regular meeting, a new agenda shall be posted. When the fourth Monday of the month is a holiday, the Board meeting shall be held on the Tuesday immediately following the holiday, beginning at 10:00 a.m. When the fourth Monday of December falls between December 25 and December 31, the Board shall hold its regular meeting on the third Monday of December at 10:00 a.m. All notices of the agenda for the meetings shall prominently state the date and time for the meetings.
- (b) Special meetings may be called by the President or by a majority of the members of the Board as permitted by Government Code section 54956. Directors shall be notified of special meetings by the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting at the District Headquarters.
- (c) An emergency meeting may be called by a majority of the Board pursuant to Government Code section 54956.5 without twenty-four hour notice or posting of an agenda if necessary due to disruption or threatened disruption of District facilities by work stoppage, crippling disaster or other activity severely impairing public health or safety as determined by a majority of the members.
- (d) Each committee may establish a time and place for regular meetings and may call special meetings in the same manner as the Board.

4.3 Record of Proceedings

- (a) The Secretary shall record minutes showing action taken by the Board in open session and by each committee. The minutes shall be available for public inspection after approval. If meetings are recorded on audio or video media, the recording shall be available for public inspection on a device provided by the District until it is erased. After approval of the meeting minutes, the Secretary can erase the audio and video recording for that meeting. Available video recordings of regular Board meetings should be made available online to the general public for at least a year after each meeting took place.

Part 5 PROPERTY

Chapter 1 Procurement Policy and Procedure

Article – 1 Rules

1.1 Policy and Procedure Statement

This Procurement Policy and Procedure implements state procurement laws and represents a governance decision made by the District's Board of Directors for providing information and direction designed to achieve value in conformance with procedure for each acquisition.

1.2 Definition of Terms

The following terms shall apply to this policy and procedure:

- (a) Agreement - a situation in which two or more parties share the same opinions and agree to the terms and conditions in order to enter into a binding contract.
- (b) Amendment / Change Order - a change, modification or addition to the terms and conditions of an existing fully executed Contract or other Legal documentation.
- (c) Bidder – a contractor that provides a solicitation response that satisfactorily addresses all the requirements specified in a solicitation.
- (d) Board – The District's collective ~~five~~ **four** elected Board of Directors.
- (e) Centralized Purchasing – Finance Department staff responsible for processing the acquisition of goods and services; all Board approved contracts and pre-approved Justification Memos for procurement of goods and services require purchase orders from Centralized Purchasing and are created only by Finance Department.
- (f) Consultant - an individual, firm, company, or entity that provides professional services.
- (g) Contract - a binding written agreement between two or more parties for procurement of goods or services (Professional or Non-Professional), and that includes elements of offer, acceptance, consideration, insurance requirements and indemnification for Professional Services Agreement (PSA), Service Agreement (SA) and Service Purchase Order (SPO).

- (q) Records determined by the Board of Directors to be of significant and lasting historical, administrative, legal, fiscal or research value; and
- (r) Records required by law to be filed and preserved.

3.5 Retention of Closed Session Records

Minutes from closed sessions of the Board of Directors shall be retained permanently by the District's General Counsel. Minutes prepared in accordance with Administrative Code, Part 2, Chapter 1, Article 4, Section 4.6 by the District's General Counsel shall be filed and retained in the Office of the General Counsel. Should there be a change in the District's General Counsel representation at any time, the outgoing General Counsel shall turn over all closed session minutes as described herein to the new General Counsel. The transition of these records to the new General Counsel shall be overseen by the General Manager.

3.6 Retention of Duplicate Original Records

The following duplicate original records, or electronic copy of such original record shall be maintained permanently in the District's files:

- (a) Financial records summarizing the financial status of the District. This does not include reports prepared pursuant to Article 9 (commencing with Section 53891) of Part 1 of Division 2 of the Government Code summarizing the financial transactions for each fiscal year which are submitted to the State Controller's Office;
- (b) Records affecting title to land or liens;
- (c) Oaths of Office and related materials depicting the authenticity of the appointment of a Director or officer of the District;

3.7 Storage of Records

All of the records referenced in this section will be maintained at the District's Administrative office located at ~~6252 Telegraph Road, Commerce, CA 90040~~ 6801 East Washington Boulevard, Commerce, California 90040 and/or such other repository (i.e. Laserfiche) that the District may designate from time to time. Documents deemed permanent on the retention schedule must be electronically stored and kept securely stored on site or per Part 7, Chapter 1, Article 3, Section 3.4, and Records Retention of Original Records.

Hard copy Documents that are not deemed permanent on the retention schedule and have been electronically stored may be disposed of upon assurance or quality control has been performed to ensure the number of pages and images have been adequately captured.

~~Revised November 27, 2017~~

**FOURTH AMENDMENT TO CENTRAL BASIN MUNICIPAL WATER DISTRICT
EMPLOYMENT AGREEMENT FOR THE GENERAL MANAGER**

This Fourth Amendment to Employment Agreement (herein "Amendment") is made and entered into as of the 28th day of November, 2022 ("Effective Date"), by and between the Central Basin Municipal Water District (hereinafter the "District") and ALEJANDRO ROJAS (hereinafter "Employee").

Except as modified in this Fourth Amendment, the Employment Agreement originally dated August 17, 2020 ("Agreement") between the District and the Employee shall remain in full force and effect.

RECITALS

This Fourth Amendment is made and entered into with respect to the following facts:

WHEREAS, the District and Employee entered into an agreement for services of Employee as the General Manager of the District, with an effective date of August 17, 2020 ("Employment Agreement");

WHEREAS, consistent with the recommendation of the State Auditor, the Board approval on January 25, 2016, a four-fifths (80%) or more vote by the Board is required to terminate Employee;

WHEREAS, the Board approved the first amendment of the employment agreement for services on August 23, 2021 to include the right to terminate the employment of Employee and determine his last day of employment upon a seven-eighths (87.5%) or more vote by the Board at a duly noticed Board meeting.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

Section 3. C. of the Employment Agreement is hereby amended to reflect the board quorum, board majority, and affirmative vote requirements based on compliance with AB1794 legislation.

Section 3. C. of the Employment Agreement is hereby amended as follows:

"C. At any time during the term of this Agreement, or any extension thereof, the Board reserves the right to take an adverse employment action inclusive of, but not limited to, the option to terminate the employment of Employee and determine his last day of employment upon a six-sevenths (85.7%) or more affirmative vote by the Board at a duly noticed Board meeting."

Except as otherwise set forth in this Amendment, the Employment Agreement (as the same may be amended by subsequent amendments) shall remain binding, controlling and in full force and effect. This Amendment, together with the Employment Agreement, and all attachments and exhibits thereto, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in said documents.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Employment Agreement to be executed on the date first appearing below.

This Fourth Amendment shall be executed in duplicate original counterparts, each of which, when executed, shall be deemed an original agreement.

Date: November 28, 2022.

EMPLOYEE:

DISTRICT:

APPROVED AS TO FORM:

Alejandro Rojas, General Manager

Arturo Chacon, Board President

Robert Baker, General Counsel



Central Basin
Municipal Water District

NOVEMBER 28, 2022 - Board of Directors
Submitted By: Elizabeth Brizuela

REPORTS AND CORRESPONDENCE

Water Supply and Resources Update

RECOMMENDED MOTION:

That the Board receive and file this information.

EXHIBITS:

[22November001 WS&R Memo.pdf](#)
[22November001 Exhibit A Potable.pdf](#)
[22November001 Exhibit B Recycled .pdf](#)
[22November001 Exhibit C Statewide Reservoir Conditions.pdf](#)



REPORTS AND CORRESPONDENCE

WATER SUPPLY AND RESOURCES UPDATE

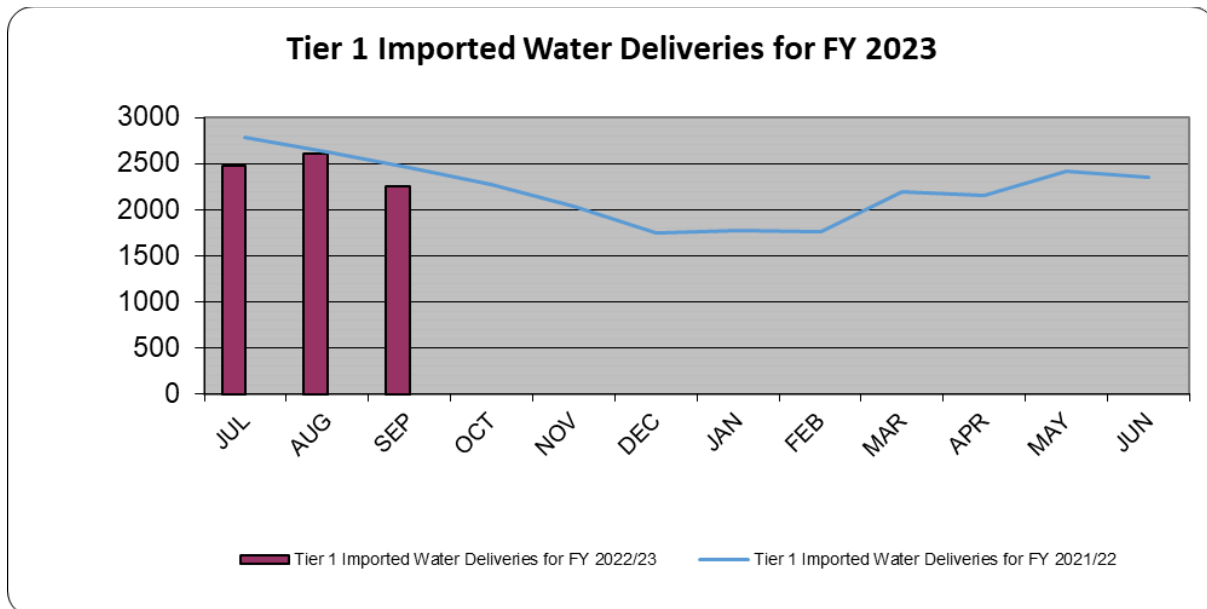
SUMMARY:

This report summarizes water supply data and water resources briefs.

Imported Water

For the month of September, Central Basin Municipal Water District (CBMWD) supplied 2,247 acre-feet (AF) of direct deliveries of imported water. This reflects an 8.7% decrease compared to 2,460 AF supplied last year during September 2021. Year-to-date total demands for Tier 1 imported water are 7,341 AF, representing a 6.7% decrease from the same period during the previous fiscal year (FY) when demands totaled 7,846 AF. A detailed list of these deliveries is attached as **Exhibit “A,”** and **Figure 1**, below, graphically compares these deliveries to the previous FY.

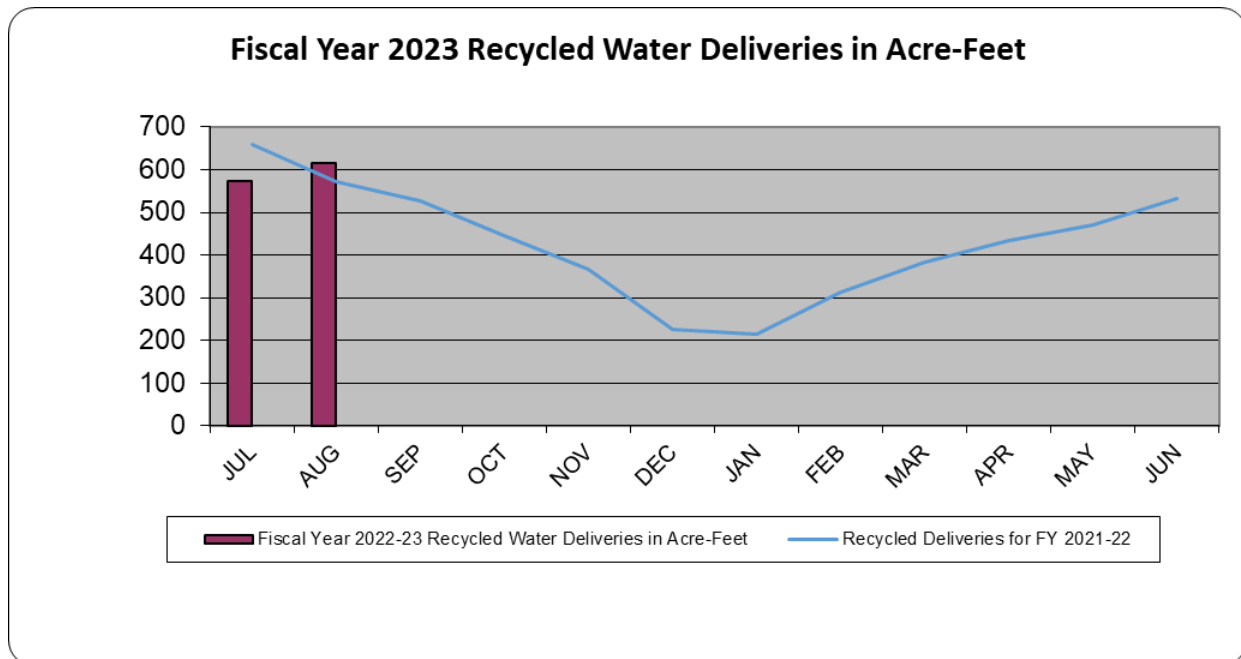
Figure 1



Recycled Water

For the month of August, CBMWD supplied 616 AF of recycled water supplies. This reflects a 7% increase compared to 573 AF of recycled water supplied during August 2021. Recycled water year-to-date demands are 1,189 AF, representing a 3.5% decrease from the same period during the previous fiscal year (FY) when demands totaled 1,232 AF. A detailed list of these deliveries is included as **Exhibit “B.”** **Figure 2** below graphically shows estimated recycled water deliveries during April compared to the previous FY.

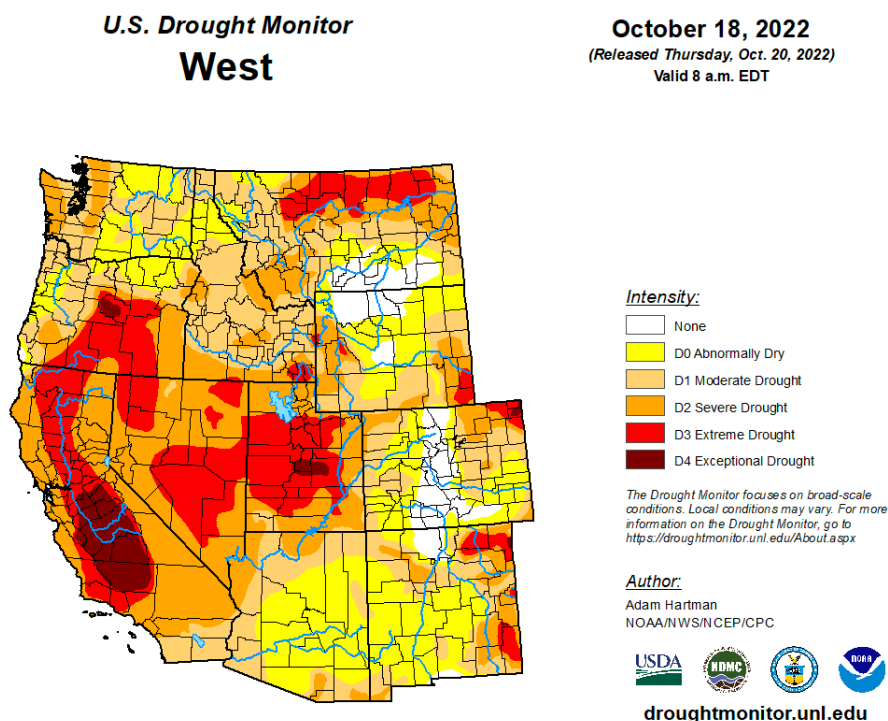
Figure 2



Drought Monitor

(As of 10/18/22) An upper-level low pressure system, coupled with a frontal boundary dropping southward across the central U.S. resulted in a good soaking this week for many areas from southeastern California eastward to the Rio Grande Valley. Given the lingering precipitation associated with this area of low pressure following the climatological end to a very robust Southwest Monsoon season in late September, this was another much-needed round of precipitation to further fuel ongoing improvements to long-term drought indicators, such as groundwater and 12 to 24-month SPIs. Soil moisture is in excellent shape as well coming out of the monsoon season across Arizona and New Mexico. Farther northward in the Western Region, degradation was the main story, as below-normal precipitation and above-normal average temperatures (in some cases record high temperatures for this time of year) were observed. High winds and above-normal temperatures resulted in targeted degradations across northern portions of the Intermountain West and the High Plains. In the Pacific Northwest, degradations were also warranted, with the addition of D2 (severe drought) across the parts of the Coastal Ranges and Northern Cascades in Washington, where 28-day average stream flows have dropped into the bottom 2 percent of the historical distribution. In addition, soil moisture ranks in the bottom 5 percent climatologically, vegetation indices are indicating widespread drought stress, groundwater levels are falling, and SPIs for all periods out to 120 days are D4-equivalent (exceptional drought). The Pacific Northwest is entering into a climatologically wetter time of year, so precipitation will need to come soon to halt further deterioration.

Figure 3



Colorado River Supplies

Pictured in **Figure 4**, is precipitation in the west. A robust monsoon brought above-average precipitation to much of the Colorado River Basin. **Figure 5** demonstrates Lake Mead's water levels, Lake Mead is down 21 feet compared to this time last year. **Figure 6** compares the previous three years of Lake Mead's water levels.

Figure 4

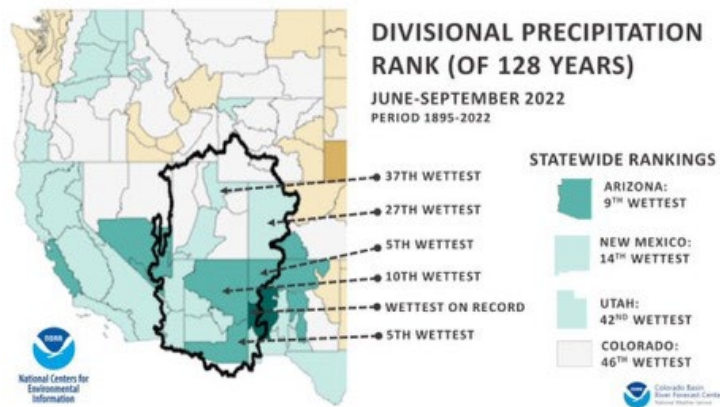
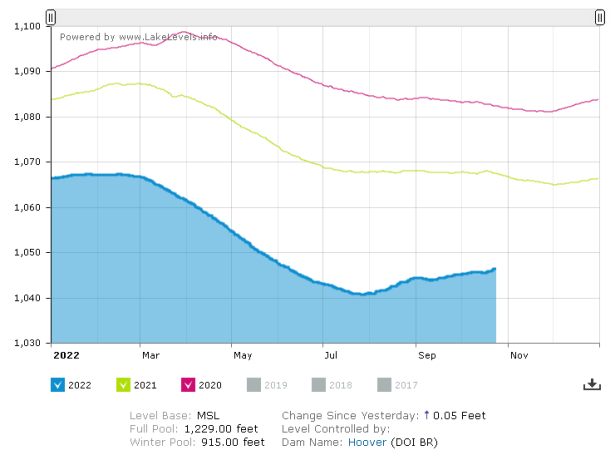
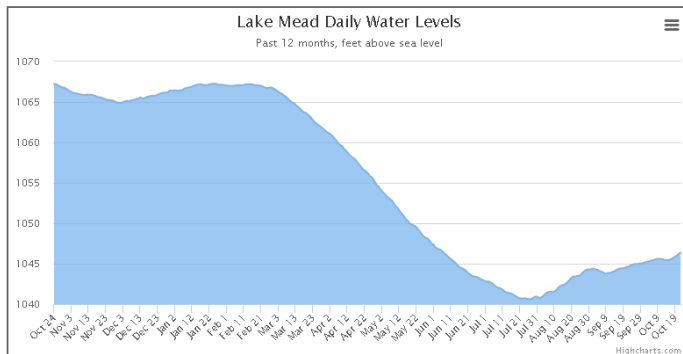


Figure 5

Figure 6

Lake Mead is down -21.04 feet from one year ago. Lake Mead is at high for water year and up 1.32 feet from the low.



Statewide Reservoir Conditions

Attached, as **Exhibit “C,”** is the reservoir condition report from the Department of Water Resources. As of October 24, 2022, conditions are indicated as follows:

- Lake Shasta, part of the federally owned Central Valley Project (CVP), was at 32% of total capacity and at 58% of the historical average.
- The San Luis Reservoir provides water south of the Delta and was at 25% of total capacity and at 57% of the historical average. This reservoir is shared by the CVP and the State Water Project (SWP).
- Lake Oroville, one of the largest reservoirs of the SWP, was at 32% of total capacity and at 62% of the historical average.

CBMWD Conservation Programs

- Southeast Water Efficiency Program (SEWEP)
 - This project aims at reducing water consumption by public facilities in the Southeast Los Angeles County region.
 - Two Components:
 - Audits of public facilities to determine water use efficiency
 - Retrofits based upon the results of the audit
 - Through the SEWEP, CBMWD plans on continuing its partnership with cities and school districts in its service area to secure its region's water reliability and effectively manage and conserve its current water supply. Another benefit of the SEWEP will be a proactive effort to educate community members on how to decrease water consumption. The goals of the project are in alignment with the guidelines for Water Supply Reliability, Water Conservation, and Water Use Efficiency
- Metropolitan Water District of Southern California (MWD) Programs & Financial Incentives
 - BeWaterWise
 - Residential and Commercial Rebate Program
 - Stormwater for Direct Use
 - Direct-use projects capture local rainfall and stormwater runoff. The captured water is typically stored in an underground cistern and used to meet non-potable demands.
 - On-Site Retrofit
 - Recycled water is an important water supply for the region. Increased use of this resource will help meet expected water demands and improve water supply reliability. Although there are recycled water supplies available in many areas, its use has been limited by site conversion costs. This program provides financial incentives to assist public and private property owners to convert irrigation or industrial systems from

potable to recycled water. The results will help agencies identify other ways to increase recycled water use in this region.

- Stormwater for Recharge
 - Stormwater recharge projects capture stormwater for groundwater recharge and future production. Some examples of recharge projects include stormwater capture through centralized spreading basins, dry wells, or infiltration galleries.
- Local Resources Program
 - Since 1982, MWD has invested in local regional water supply reliability projects through the Local Resources Program (LRP). The LRP accelerates the development of local projects by incentivizing agencies within MWD's service area to construct recycled water, groundwater recovery, and seawater desalination projects. Today, LRP projects support nearly half the recycled water and groundwater recovery production in CBMWD's area.
- MWD Member Agency Allocation Fund
 - MWD allocates a budget to its member agencies-conservation program use (as long as it does not overlap with its existing programs)
 - This budget is most flexible when being used for Disadvantaged Communities (DAC)
 - CBMWD is able to assign a portion of its budget to its customers, who can also choose to add additional funding to that program
 - Sample Programs
 - Education Outreach (classes, educational videos, animation clips)
 - Demonstration Gardens
 - Pre-made California Friendly Garden Palette Packets
 - (For residential use)
 - DAC Landscape Water Conservative Retrofit
 - DAC Full Water Conservative Turf Replacement
 - DAC Water Conservative Toilet Retrofit & Installation
 - DAC Weather Based Irrigation Controller
 - Customized Program with General Manager Approval
 - Turn in Program Request for Approval
 - After the General Manager signs off on the program, it will be submitted to MWD for pre-approval before commencing

CBMWD continues to urge its purveyors to join in water-conservation efforts to ensure a reliable water supply.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDED MOTION:

Receive and file.

EXHIBITS:

Exhibit "A" – Imported Water Deliveries
Exhibit "B" – Recycled Water Deliveries
Exhibit "C" – Statewide Reservoir Conditions



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BELLFLOWER-SOMERSET MUTUAL WATER CO	0	0	0	0	0	0	0	0	0	0	0	0	0
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	443.57	435.42	239.99	0	0	0	0	0	0	0	0	0	443.57
CALIFORNIA WATER SERVICE CO. - COMMERCE	133.6	192.04	178.22	0	0	0	0	0	0	0	0	0	133.6
CITY OF BELL GARDENS	87.78	90.66	83.54	0	0	0	0	0	0	0	0	0	87.78
CITY OF CERRITOS	42.31	57.64	0	0	0	0	0	0	0	0	0	0	42.31
CITY OF DOWNEY	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF HUNTINGTON PARK	137.09	105.33	99.59	0	0	0	0	0	0	0	0	0	137.09
CITY OF LAKEWOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF LYNWOOD	119.9	0	0.67	0	0	0	0	0	0	0	0	0	119.9
CITY OF MONTEBELLO	27.96	30.21	30.14	0	0	0	0	0	0	0	0	0	27.96
CITY OF NORWALK	21.33	71.3	88.54	0	0	0	0	0	0	0	0	0	21.33
CITY OF PARAMOUNT	242.56	248.23	229.27	0	0	0	0	0	0	0	0	0	242.56
CITY OF SANTA FE SPRINGS	308.82	319.97	280.36	0	0	0	0	0	0	0	0	0	308.82
CITY OF SIGNAL HILL	45.26	57.38	72.93	0	0	0	0	0	0	0	0	0	45.26
CITY OF SOUTH GATE	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF VERNON	0	0	0	0	0	0	0	0	0	0	0	0	0
GOLDEN STATE WATER COMPANY	396.42	515.99	469.45	0	0	0	0	0	0	0	0	0	396.42
LA HABRA HEIGHTS WATER DISTRICT	0	0	0	0	0	0	0	0	0	0	0	0	0
LIBERTY UTILITIES	475.23	488.35	430.46	0	0	0	0	0	0	0	0	0	475.23
LOS AMIGOS GOLF COURSE	0	0	0	0	0	0	0	0	0	0	0	0	0
MAYWOOD MUTUAL WATER CO. NO. 1	0	0.03	0	0	0	0	0	0	0	0	0	0	0
MAYWOOD MUTUAL WATER CO. NO. 2	0	0.03	12.61	0	0	0	0	0	0	0	0	0	0
MAYWOOD MUTUAL WATER CO. NO. 3	0	0.03	0	0	0	0	0	0	0	0	0	0	0
ORCHARD DALE WATER DISTRICT	0	0	0	0	0	0	0	0	0	0	0	0	0
SAN GABRIEL VALLEY WATER CO	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBURBAN WATER SYSTEMS	0	0	30.73	0	0	0	0	0	0	0	0	0	0
WALNUT PARK MUTUAL WATER CO.	0	0	0	0	0	0	0	0	0	0	0	0	0
WATER REPLENISHMENT DIST. OF SO. CALIFORNIA	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Totals	2481.83	2612.61	2246.5	0	0	0	0	0	0	0	0	0	7340.94



Meter Detail Report for Meter Type - Potable
End Fiscal Year - 2022

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BELLFLOWER-SOMERSET MUTUAL WATER CO	0	0	0	0	0	0	0	0	0	0	0	0	0
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	529.09	560.57	443.16	291.61	260.06	220.82	110.14	26.44	155.83	144.52	327.74	409.51	3479.49
CALIFORNIA WATER SERVICE CO. - COMMERCE	213.43	184.05	141.64	132.72	115.72	102.36	99.24	118.21	134.03	128.61	166.02	131.09	1667.12
CITY OF BELL GARDENS	3.97	9.12	77.47	85.87	81.79	73.37	73.25	71.5	79.83	78.45	83.03	85.27	802.92
CITY OF CERRITOS	0	0	0	0	0	0	0	0	0	0	20.75	7.81	28.56
CITY OF DOWNEY	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF HUNTINGTON PARK	97.41	94.01	104.82	87.77	74.11	96.65	97.9	96.01	116.54	112.14	131.4	129.9	1238.66
CITY OF LAKEWOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF LYNWOOD	10.7	0	1.99	0	0	25.45	60.95	71.62	97.53	99.17	114.96	125.92	608.29
CITY OF MONTEBELLO	24.85	23.25	22.95	24.66	24.23	21.82	21.9	20.88	24.34	24.02	26.55	27.58	287.03
CITY OF NORWALK	5.17	21.47	1.8	54.4	26.59	12.96	38.21	65.49	90.09	86.32	91.8	14.02	508.32
CITY OF PARAMOUNT	244.92	242.69	245.42	229.06	216.76	174.62	173.98	186.65	218.16	233.17	220.29	222.66	2608.38
CITY OF SANTA FE SPRINGS	338.62	354.11	324.39	299.37	267.49	209.07	198.86	223.25	255.62	275.62	278.61	285.18	3310.19
CITY OF SIGNAL HILL	94.66	135.83	132.54	119.58	94.21	92.94	62.29	41.21	44.5	84.64	69.65	53.59	1025.64
CITY OF SOUTH GATE	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF VERNON	0.62	0.87	0.61	0	0	0	0	0	0.01	0	0	0	2.11
GOLDEN STATE WATER COMPANY	638.72	429.38	475.32	494.41	436.99	345.25	475.84	490.08	566.94	485.27	431.11	403.14	5672.45
LA HABRA HEIGHTS WATER DISTRICT	0	0	0.18	0	0	0	0	0	0	0	0.02	0	0.2
LIBERTY UTILITIES	529.46	527.72	487.45	447.73	432.3	376.53	367.6	349.71	406.92	407.61	451.49	450.41	5234.93
LOS AMIGOS GOLF COURSE	0	0	0	0	0	0	0	0	0	0	0	0	0
MAYWOOD MUTUAL WATER CO. NO. 1	0	0	0	0	0	0	0	0.31	0	0	0	0	0.31
MAYWOOD MUTUAL WATER CO. NO. 2	7.66	1.06	0.08	1.43	1.42	0.22	0	0.31	0.5	0.23	0	0	12.91
MAYWOOD MUTUAL WATER CO. NO. 3	0	0	0	0	0	0	0	0.31	0	0	0	0	0.31
ORCHARD DALE WATER DISTRICT	0	0	0	0	0	0	0	0	0	0	0	0	0
SAN GABRIEL VALLEY WATER CO	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBURBAN WATER SYSTEMS	41.98	39.04	0	0	0	0	0	0	0	0	0	0	81.02
WALNUT PARK MUTUAL WATER CO.	0	0	0	0	0	0	0	0	0	0	0	0	0
WATER REPLENISHMENT DIST. OF SO. CALIFORNIA	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Totals	2781.26	2623.17	2459.82	2268.61	2031.67	1752.06	1780.16	1761.98	2190.84	2159.77	2413.42	2346.08	26568.84



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BELLFLOWER MUNICIPAL WATER SYSTEMS	1.04	1.08	0	0	0	0	0	0	0	0	0	0	1.04
BELLFLOWER-SOMERSET MUTUAL WATER CO	9.33	14.18	0	0	0	0	0	0	0	0	0	0	9.33
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	3.46	3.51	0	0	0	0	0	0	0	0	0	0	3.46
CITY OF CUDAHY	0.18	0	0	0	0	0	0	0	0	0	0	0	0.18
CITY OF DOWNEY	114.2	85.11	0	0	0	0	0	0	0	0	0	0	114.2
CITY OF HUNTINGTON PARK	6.63	6.8	0	0	0	0	0	0	0	0	0	0	6.63
CITY OF LYNWOOD	3.26	2.15	0	0	0	0	0	0	0	0	0	0	3.26
CITY OF MONTEBELLO	43.22	36.2	0	0	0	0	0	0	0	0	0	0	43.22
CITY OF NORWALK	5.94	7.46	0	0	0	0	0	0	0	0	0	0	5.94
CITY OF PARAMOUNT	35.94	43.59	0	0	0	0	0	0	0	0	0	0	35.94
CITY OF PICO RIVERA	11.25	11.3	0	0	0	0	0	0	0	0	0	0	11.25
CITY OF SANTA FE SPRINGS	93.99	96.74	0	0	0	0	0	0	0	0	0	0	93.99
CITY OF SOUTH GATE	12.88	52.89	0	0	0	0	0	0	0	0	0	0	12.88
CITY OF VERNON	39.57	70.04	0	0	0	0	0	0	0	0	0	0	39.57
CITY OF WHITTIER	8.78	10.84	0	0	0	0	0	0	0	0	0	0	8.78
GOLDEN STATE WATER COMPANY	50.33	56.17	0	0	0	0	0	0	0	0	0	0	50.33
LIBERTY UTILITIES	35.93	35.73	0	0	0	0	0	0	0	0	0	0	35.93
LOS AMIGOS GOLF COURSE	45.73	34.67	0	0	0	0	0	0	0	0	0	0	45.73
Montebello Land & Water Company	7.7	0	0	0	0	0	0	0	0	0	0	0	7.7
PICO WATER DISTRICT	5.83	6.88	0	0	0	0	0	0	0	0	0	0	5.83
SAN GABRIEL VALLEY WATER CO	31.42	33.97	0	0	0	0	0	0	0	0	0	0	31.42
UPPER SAN GABRIEL VALLEY MWD	6.15	6.8	0	0	0	0	0	0	0	0	0	0	6.15
Grand Totals	572.76	616.11	0	0	0	0	0	0	0	0	0	0	1188.87



Meter Detail Report for Meter Type - Recycled
End Fiscal Year - 2022

Grand Totals	658.83	573.15	526.83	445.2	367.9	224.96	215.79	313.12	382.13	434.94	470.51	531.34	5144.7
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
BELLFLOWER MUNICIPAL WATER SYSTEMS	0.89	1.07	0.95	1.02	0.97	0.6	0.65	0.69	0.61	0.64	0.74	1.01	9.84
BELLFLOWER-SOMERSET MUTUAL WATER CO	12.12	13.99	10.71	9.96	5.86	4.73	1.72	6.62	7.49	8.35	12.17	12.32	106.04
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	3.6	3.88	3.68	2.93	3.17	1.06	1.94	2.53	2.53	2.96	2.34	2.85	33.47
CITY OF CUDAHY	0.6	0.32	0.49	0.13	0.33	0.02	0.01	0.1	0.2	0.36	0	0.53	3.09
CITY OF DOWNEY	97.03	66.89	98.15	46.94	63.89	24.07	21.15	31.79	58.35	75.17	85.18	87.61	756.22
CITY OF HUNTINGTON PARK	5.36	5.98	5.92	2.71	2.26	0.96	1.61	3.4	3.65	4.25	5.4	6.63	48.13
CITY OF LYNWOOD	3.56	2.71	2.72	2.97	2.14	0.6	0.15	0.9	2.33	2.5	3.26	3.11	26.95
CITY OF MONTEBELLO	50.7	41.49	44.53	26.82	18.53	6.27	5.18	11.89	12.28	17.61	40.39	30.89	306.58
CITY OF NORWALK	11.28	6.74	8.35	6.28	3.68	3.2	2.64	3.34	5.15	4.3	5.88	6.49	67.33
CITY OF PARAMOUNT	40.45	52.68	27.07	19.76	21.04	11.63	10.77	15.52	20.34	27.35	25.35	36.01	307.97
CITY OF PICO RIVERA	10.33	12.66	7.78	5.35	3.82	1.97	2.16	3.7	8.21	5.58	8.74	8.64	78.94
CITY OF SANTA FE SPRINGS	130.47	106.37	89.17	104.34	84.69	71.08	62.67	76.22	77.69	75.92	74.39	99.18	1052.19
CITY OF SOUTH GATE	31.6	19.16	28.97	27.94	16.94	4.44	3.67	6.71	11.65	51.56	32.58	26.58	261.8
CITY OF VERNON	84.5	71.91	71.19	79.55	60.06	52.1	61.92	61.94	60.99	40.53	15.36	31.04	691.09
CITY OF WHITTIER	12.23	9.02	10.43	8.09	4.45	1.91	0.57	3.8	6.88	6.39	0	7.1	70.87
GOLDEN STATE WATER COMPANY	52.1	48.96	33.99	20.61	21.83	13.06	13.78	31.03	26.8	39.62	45.35	51.64	398.77
LIBERTY UTILITIES	31.21	31.1	31.32	29.99	20	16.46	12.14	12.92	16.58	21.91	28.1	38.36	290.09
LOS AMIGOS GOLF COURSE	40.92	31.02	18.97	16.36	13.01	0.01	0.5	18.14	24.15	21.39	37.39	44.12	265.98
Montebello Land & Water Company	0	6.48	0	4.46	0	2.58	1.34	0	4.27	0	5.86	0	24.99
PICO WATER DISTRICT	7.27	8.38	6.81	7.68	4.41	2	3.49	6.41	4.97	4.58	5.9	6.21	68.11
SAN GABRIEL VALLEY WATER CO	25.78	25.52	19.8	16.61	12.59	5.21	7.24	12.76	23.2	20.44	32.21	26.99	228.35
UPPER SAN GABRIEL VALLEY MWD	6.83	6.82	5.83	4.7	4.23	1	0.49	2.71	3.81	3.53	3.92	4.03	47.9
Grand Totals	658.83	573.15	526.83	445.2	367.9	224.96	215.79	313.12	382.13	434.94	470.51	531.34	5144.7



CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - October 23, 2022

CURRENT CONDITIONS

