Central Basin Municipal Water District

MEETING	TIME & DATE	LOCATION
Board of Directors	10:00 AM Monday, March 25, 2024	1466 S. McDonnell, Commerce, CA 90040

AGENDA

1. CALL TO ORDER

1A. Roll Call

1B. Invocation

1C. Pledge of Allegiance

1D. Certification by the Board Secretary

2. PRESENTATIONS

3. PUBLIC COMMENTS

This time has been set aside for persons in the audience to make comments, or inquiries, on matters that are listed on this agenda and 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 and the agenda item they are addressing. 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 defined as an untrue defamatory statement that is spoken orally.

4. STAFF PRESENTATIONS

5. ACTION ITEMS

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.

5A. Renewal of Willdan Financial Services for Standby Charge Administration Services for Fiscal Year 2024, 2025, 2026, 2027 and 2028.

RECOMMENDED MOTION: That the Board authorizes the Interim General Manager to execute Amendment No. 6 to Contract 2014-40 with Willdan Financial Services for Standby Charge Administration Services for Fiscal Year 2024/25, 2025/26, 2026/27, 2027/28 and 2028/29 in the amount of $15,000 per year plus for a total contract amount not-to-exceed $75,000 effective July 1, 2024.

5B. Approval of Property and Liability Insurance Renewal for Year 2024-2025

RECOMMENDED MOTION:

That the Board approve:

1. The insurance renewal effective April 1, 2024, based on Exhibit “A” for a total not-to exceed $444,355: and
2. Authorizes the Acting General Manager to execute all the necessary paperwork in order to renew the District’s insurance policy as best serves the District’s needs.

5C. Re-Evaluation of District Main Office Renovation Project
RECOMMENDED MOTION: Receive Staff Report and Provide Additional Direction.

5D. Interim General Manager Employment Agreement - Eileen Jung
RECOMMENDED MOTION: Staff recommends that the Board of Directors: (1)Approve the draft Employment Agreement for Position of Interim General Manager that has been negotiated and published, and is included as Exhibit A; or (2) District staff to continue negotiations based on feedback during open session deliberations.

5E. Amendment to Administrative Code Article 1.5 of Part 3, Chapter 1 "Termination of General Manager and Appointment of Successor"
RECOMMENDED MOTION: Staff recommends that the Board of Directors amend Article 1.5 of Part 3, Chapter 1 of the Administrative Code to remove requirement of a four-fifths vote for termination of the General Manager and replace with a simple majority vote.

5F. Treasurer and Deputy Treasurer Appointment
RECOMMENDED MOTION: Approval to appoint the designation of the Treasurer role to Mrs. Williams and Deputy Treasurer role to Mr. Lopez

5G. Office Expenses
RECOMMENDED MOTION: Review, receive, file and potentially give staff additional direction.

5H. Ralph M. Brown Act and Meeting Minutes
RECOMMENDED MOTION: Staff recommends that the Board of Directors: Approve the continued use of action item minutes for all future Board and Committee meetings. Alternative: Direct District staff to prepare brief summary minutes for all future Board and Committee meetings.

5I. Per Diem Survey of Water Districts
RECOMMENDED MOTION: Discuss Per Diem Policy and Provide Staff with Direction Regarding Potential Amendments.

6. INFORMATION AND DISCUSSION ITEMS

7. 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.

7A. Investment Report, Liquidity and Day's Cash Evaluation

7B. Budget Performance Report

7C. Financial Report
Demands - February 2024

7D. Annual Investment Policy Review

8. REPORTS AND CORRESPONDENCE

8A. Water Supply and Resources Update
RECOMMENDED MOTION: Receive and file.

8B. Capital Improvement Project Plan and Recycled Water Program Updates
RECOMMENDED MOTION: Receive and file.

9. CLOSED SESSION

9A. Conference with Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9), Leticia Vasquez-Wilson v. Central Basin Municipal Water District, et al. (Case No. 22STCV19770)

9B. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6
District Representative: Victor Ponto, General Counsel
Represented Employee: Interim General Manager

9C. Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9), Kevin Hunt v. Central Basin Municipal Water District (Case No. 20STCV0512)

9D. Conference with Legal Counsel – Potential/Anticipated Litigation Paragraph (1) of subdivision (e) of Section 54956.9: 2 Matters

10. RECONVENE TO OPEN SESSION

10A. Report of Action Taken in Closed Session

11. BOARD AND GENERAL MANAGER COMMENTS

11A. General Manager's Comments

11B. Directors' Comments and Report on District Activities

12. ADJOURNMENT

12A. Next Regular Board Meeting: April 22, 2024

12B. Adjourn Regular Board Meeting of March 25, 2024

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Sharon Kumar

ACTION ITEM

Renewal of Willdan Financial Services for Standby Charge Administration Services for Fiscal Year 2024, 2025, 2026, 2027 and 2028.

RECOMMENDED MOTION:

That the Board authorizes the Interim General Manager to execute Amendment No. 6 to Contract 2014-40 with Willdan Financial Services for Standby Charge Administration Services for Fiscal Year 2024/25, 2025/26, 2026/27, 2027/28 and 2028/29 in the amount of $15,000 per year plus for a total contract amount not-to-exceed $75,000 effective July 1, 2024.

EXHIBITS:

24mar006 Willdan Memo.pdf
24Mar006 Exhibit A - 2014-40, A6 - Willdan.pdf
24Mar006 Exhibit B - Willdan Proposal.pdf

Central Basin Municipal Water District

MARCH 25, 2024 – Board Meeting
Prepared by: Sharon Kumar
Submitted by: Sharon Kumar
Approved by: Victor Ponto

ACTION CALENDAR

RENEWAL WITH WILLDAN FINANCIAL SERVICES FOR STANDBY CHARGE ADMINISTRATION SERVICES FOR FISCAL YEAR 2024, 2025, 2026, 2027 and 2028

SUMMARY:

In the early 1990's, the District initiated efforts to develop a recycled water system and constructed pipelines and pump stations. In conjunction with this effort, the District imposed a recycled water parcel charge that was used to finance the District's recycled water project and help offset the annual debt service of debt incurred to finance the recycled water system. The charge currently generates approximately $3.3 million of annual revenue for the District at $10 per parcel for parcels less than one acre and $10 per acre for parcels greater than one acre. The District historically has utilized the services of a qualified vendor to perform administration services of the Standby Charge which includes the following services:

- Ensure statutory compliance by reviewing the District's enactment documentation;
- Calculate the annual charge for each parcel in the District's service area;
- Submit the charge to the Los Angeles County Auditor Controller in the required electronic format to be included on the annual County Tax Roll;
- Provide a telephone number and answer questions from property owners regarding the Standby Charge;
- Process appeals or disputes;
- Prepare Engineer's Report; and
- Provide customer service to the District by answering questions or providing advice related to the Standby Charge.

PROCUREMENT PROCESS:

On April 28, 2014, Board meeting the Board Of Directors approved a contract with Willdan Financial Services for Standby Charge Administration Services after completing a formal solicitation process. The contract is set to expire on June 30, 2024.

Current Situation
In February 2024, staff requested a renewal quote from Willian for a term of 5 years to perform Standby Charge Administration Services through FY 2024/25, 2025/26, 2026/27, 2027/28 and 2028/29.

FISCAL IMPACTS:

Willdan had provided a proposal for $15,000 per year for the next five years. There has been no increase in their fee rate since 2014. The proposed amount of $15,000 of annual expense is budgeted in FY 2023 for the Standby Charge Administration Services. Ongoing funding will be included in the subsequent proposed budget for Board adoption and approval.
ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not reviewed by the Administration & Finance Committee on March 14, 2024.

RECOMMENDED MOTION:

That the Board authorizes the Interim General Manager to execute Amendment No. 6 to Contract 2014-40 with Willdan Financial Services for Standby Charge Administration Services for Fiscal Year 2024/25, 2025/26, 2026/27, 2027/28 and 2028/29 in the amount of $15,000 per year plus for a total contract amount not-to-exceed $75,000 effective July 1, 2024.

EXHIBITS:
Exhibit “A” - Amendment No. 6
Exhibit “B” - Willdan Proposal

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Central Basin
Municipal Water District

AMENDMENT NO. 6
To
PROFESSIONAL SERVICES AGREEMENT NO: 2014-40
Between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
And
WILLDAN FINANCIAL SERVICES
For
STANDBY CHARGE ADMINISTRATION SERVICES

THIS 2024 AMENDMENT NO. 6 (the "Amendment No. 6") to PROFESSIONAL SERVICES AGREEMENT NO. 2014-40 for Standby Charge Administration Services (hereinafter, "Master Agreement") is entered into this March 25, 2024, (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 WILLDAN FINANCIAL SERVICES, (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 AMENDMENT NO. 6 is made and entered into with respect to the following facts:

WHEREAS, on May 19, 2014, the Parties executed and entered into Agreement No. 2014-40, pursuant to which the DISTRICT had the CONSULTANT to provide Standby Charge Administration Services;

WHEREAS, the execution of Amendment No. 1 was approved by the DISTRICT's Board of Directors ("Board") in accordance with the DISTRICT's procurement procedures through a written Board Agenda No. 15 dated February 27, 2017, to renew the services and the term for a one-year period;

WHEREAS, the execution of Amendment No. 2 was approved by the DISTRICT's Board of Directors ("Board") in accordance with the DISTRICT's procurement procedures through a written Board Agenda No. 15 dated March 26, 2018, to renew the services and the term for one-year period;

WHEREAS, the execution of Amendment No. 3 was approved by the DISTRICT's General Manager ("GM") in accordance with the DISTRICT's procurement procedures through a written Justification Memo dated April 3, 2019, to renew the term only through June 30, 2020; and

WHEREAS, the execution of Amendment No. 4 was approved by the DISTRICT's Board of Directors ("Board") in accordance with the DISTRICT's procurement procedures through a written Board Agenda No. 23 dated February 24, 2020, to renew the services and the term for one-year period.

WHEREAS, the execution of this Amendment No. 5 was approved by the DISTRICT's Board of Directors ("Board") in accordance with the DISTRICT's procurement procedures through a written Board Agenda No. 6 dated February 22, 2021, to renew the services and the term for three-year period.

WHEREAS, the execution of this Amendment No. 6 was approved by the DISTRICT's Board of Directors ("Board") in accordance with the DISTRICT's procurement procedures through a written Board Agenda No. ____ dated March 25, 2024, to renew the services and the term for five-year period.

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 Amendment No. 6.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.2 of the "Master Agreement" shall be repealed in it's entirely and replaced with the following, to reflect the approved 5-year term extension attached hereto as "Exhibit A-2":
   TERM: This Agreement shall have an initial term commencing April 28, 2014, and terminating June 30, 2029, (hereinafter, the "Initial Term) unless otherwise earlier terminated pursuant to Section 3 set forth in the "Master Agreement".

2. Section 1.3 (B) "Compensation and Compensation Controls" of the "Master Agreement" is repealed in its entirety and replaced with the following, to reflect additional funding in the amount of SEVENTY-FIVE THOUSAND AND 00/100 ($75,000.00).
   1.3 (B) COMPENSATION AND COMPENSATION CONTROLS:
   CONSULTANT'S compensation under Amendment No. 6 shall not exceed SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00) (hereinafter, the "Contract Price"), unless any compensation in excess of the Contract Price is first approved in writing by the DISTRICT acting in consultation with the General Manager ("GM") and the Project Manager. The Contract Price includes reimbursable pass-through costs.

3. Except as otherwise set forth in this "Amendment No. 6", the "Master Agreement" and all Amendments shall remain binding, controlling and in full force and effect. This "Amendment No. 6", together with the "Master Agreement", "Amendment No. 1", "Amendment No. 2", "Amendment No. 3", "Amendment No. 4", "Amendment No. 5 and all exhibits attached thereto, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in said documents.

4. This "Amendment No. 6" shall be executed in two counterparts, with one such fully executed counterpart returned to the CONSULTANT upon execution.

5. Except as provided herein, the "Master Agreement" is affirmed.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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: _____ Date _____

Victor Ponto
Interim General Manager

APPROVED AS TO FORM:

By: _____ Date _____

Zachery A. Lopes
Burke, Williams & Sorensen, LLP
District's General Counsel

APPROVED:

CONSULTANT

Willdan Financial Services

By: _____ Date _____

Title: _____

EXHIBIT “A-2”

EXHIBIT "B"

WILLDAN
FINANCIAL SERVICES

February 20, 2024

Ms. Sharon Kumar
Purchasing Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040

Re: Proposal for to Provide Standby Charge Administration Services

Dear Ms. Kumar:

In response to Central Basin Municipal Water District's ("Central Basin") request, Willdan Financial Services ("Willdan") is pleased to submit this proposal to continue to provide Standby Charge Administration Services. The following are a few key considerations that make us uniquely equipped to provide these services to Central Basin.

Familiarity with Central Basin Municipal Water District — Willdan has provided standby charge administration services to Central Basin since 2005. Our proven record of success provides assurance of the professionalism and capability we will continue to bring to this engagement. More importantly, our knowledge of the organization, procedures and staff will allow us to effectively gather data and information, and clarify questions. We will leverage our knowledge of your operations and key staff to facilitate these services in a cost-effective and efficient manner; focusing less time on data gathering, and more on analysis, resulting in higher value to your agency. Furthermore, the Willdan team also performs the following services as a courtesy: compile databases that compare the service area to applied reports; identify parcels within the boundaries with specific parcel characteristics; and provide parcel databases for Geographic Information System ("GIS") use.

Expertise — Our District Administration Services' group possesses significant experience administering standby charge programs. Our current clients include Metropolitan Water District of Southern California, Upper San Gabriel Valley Municipal Water District, and Walnut Valley Water District. Since our inception on June 24, 1988, Willdan was founded on the premise of performing the key tasks identified within the Scope of Services at an advanced level of expertise and customer support. In fact, our District Administration Services ("DAS") group has over 40 employees wholly dedicated to providing ongoing support to hundreds of local agencies throughout the state of California.

Depth of Administration Experience — Willdan's DAS group provides professional consulting services to 190 agencies located throughout 102 counties in 17 states. For fiscal year 2023/2024 we enrolled $974 million in taxes, assessments, and fees for over 7.5 million parcels. As a result, our staff possesses a high-level understanding of the special issues and challenges local government agencies face. This in-depth expertise allows us to assist our clients by producing custom tailored solutions to overcome challenges pertinent to their community, allowing us to bring an unmatched level of effectiveness and responsiveness to this engagement.

We are confident the attached proposal clearly demonstrates that Willdan and our assigned staff possess the core competencies, depth of resources, experience, and capabilities required to conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Ms. Chonney Gano directly at (951) 972-8106; she may also be reached via email at cgano@willdan.com.

Sincerely,

Willdan Financial Services

Gladys Medina
Vice President - Director
District Administration Services

Scope of Services

Project Understanding

Established through election held in 1952, the 227-square mile Central Basin Municipal Water District was formed by voters to help mitigate the over pumping of underground water resources. As a member agency of the Metropolitan Water District of Southern California ("MWD"), the Central Basin District purchases water imported from Northern California and the Colorado River aqueduct from MWD; subsequently, wholesaling to cities, mutual water companies, private companies, and investor-owned utilities in the southeast Los Angeles County region. While the Central Basin covers a service area of 24 cities, the administration of an annual Standby Charge levy is required to offset the costs of replenishing imported, recycled, and groundwater to these areas of need.

Willdan submits this proposal with the anticipation of continuing to offer several alternatives provided by our staff of experts to meet your needs. Willdan will complement and serve as an extension of your in-house staff in providing specialized expertise and services related to the administration of standby water charges. In so doing, Central Basin will be freed of ongoing administrative obligations; thus, allowing more time for other indispensable operations. As a result, the Central Basin Municipal Water District will be provided with peace of mind in knowing that knowledgeable professionals will resourcefully manage these duties.

Our District Administration Services division addresses the ongoing day-to-day activities associated with the long-term collection of bonded and pay-as-you-go special taxes, assessments, fees, and standby charges. These types of services demand accurate, timely and knowledgeable treatment of many details; therefore, our financial and economic services focus on quality control through the utilization of current technology and the discernment of recent legislation.

Project Tasks

The following outlines the process and services for the complete administration of the District's standby charge program. For each task, we clearly state the objectives, and provide a description of work to be accomplished and any likely deliverables.

Engineer's Report Preparation and Technical Review

Objectives: (1) Assist with the preparation and technical review of the annual Engineer's Report for renewal of the Water Standby Charge program, including total parcel charge, number of parcels/acres and gross revenues, and other parcel details as needed.

(2) As needed, assist with the preparation of board resolutions, staff reports and answer staff questions.

(3) Optional: Attend one (1) in-person board meeting to assist in answering board questions. (see Schedule of Fees for fee)

Description: Willdan will use the prior fiscal year's final Standby Charge results (including cleared county exceptions) and Engineer's Report to prepare the subsequent fiscal year's Engineer's Report, as well as the effect of any newly passed legislation that might impact the Standby Charge program.

Deliverables: Engineer's Report, resolutions, and staff report as needed.

Completion: April/May.

Standby Charge Database Update and Maintenance

Objective: To ensure that data fields necessary for the accurate calculation of each parcel's Standby Charge are included, Willdan will review and manipulate the electronic database of currently charged parcels. To maximize potential revenues, acreage information for new parcels will be obtained from assessor parcel maps, the county Web site and electronic acreage data purchased from the Los Angeles County Department of Public Works.

Description: After review of the Engineer's Report and discussions with District staff, exempt parcels will be appropriately flagged. In order to identify expired parcels, new parcels and acreage information each year, Willdan purchases and uploads electronic data from the county.

Utilizing the parcel change process in **MuniMagic+SM**, we are annually able to transfer necessary information from the expired parcels to the new parcels, as well as track the individual parcel changes. In addition to electronic data, the county Web site and assessor parcel maps are used in confirming acreage information for newly created parcels.

The database is built to include the following fields for each exempt and nonexempt parcel: Assessor's Parcel Number, owner's name and address, situs address, zip code, county land use, SBE status, assessed value, purveyor coding if required, tax rate area and Standby Charge. As required, additional fields may be added.

Deliverable: Maintain parcel database.

Completion: Ongoing.

Preparation of Assessment Roll

Objective: Prepare proposed assessment roll for each respective fiscal year.

Description: Willdan will annually prepare the proposed assessment roll containing the following fields; assessor parcel number, owner, property site address, purveyor coding if required, and acreage and proposed Standby Charge. As required, additional fields may be added.

Deliverables: Preliminary assessment roll – electronic and, if requested, one (1) hardcopy.

Completion: April/May.

Submittal of Assessment Roll to Los Angeles County

Description: In order to identify a list of changes required for accurate roll submission to the county by August 9, Willdan purchases the county parcel change database that is uploaded into **MuniMagic+SM** and used to identify and track annual parcel changes. Once the parcel changes have been completed, and the *acreage information is updated for the new parcels*; the database purchased by Willdan is compared to the county secured roll to identify any invalid parcels that need to be researched by either viewing county assessor parcel maps, utilizing the county assessor's Web site or contacting the county assessor's office directly. After the database has been cleared of any invalid parcels, the state assessed parcels are identified and SBE numbers are created, along with the corresponding Standby Charges.

Two levy files are then uploaded to the county: The first is for the non-state assessed parcels, and the second is the public utility file for the state assessed parcels. If applicable, parcels rejected by the county will be researched, updated and resubmitted to the county as necessary. Following the removal of rejects and the addition of any resubmitted parcels, the database is reconciled with the county's final accepted report. ***Once the database is reconciled, a Final Assessment Report (indexed by property name) will be produced***. Additionally, Willdan will provide the District with an electronic copy of the levy data that is submitted to the County of Los Angeles Auditor/Controller's Office.

Deliverables: Final Assessment Report indexed by property name. Copy of data submitted to the County of Los Angeles.

Completion: September

Toll-Free Telephone Number for Taxpayer Inquiries

Objective: Respond in a timely manner to all taxpayer inquiries and, if necessary, coordinate with District staff.

Description: In order to facilitate our response to taxpayers' inquiries, Willdan will provide our toll-free telephone number to the Auditor/Controller for tax bill inclusion. Currently, Willdan has three property owner service representatives dedicated to responding to taxpayer inquiries.

These representatives are well trained in answering questions relating to fees, charges, assessments, and special taxes; moreover, they are fluent in both English and Spanish. We have established scripts for other clients to allow consistent answers for common questions, such as what the charge funds, how long the charge will be levied, can it be paid off, will it increase, what is the difference between this charge and other tax bill water fees, etc. Our property owner service representatives will keep a phone call log. This information will be sent to the Central Basin Municipal Water District upon request.

Completion: Ongoing

Maintenance of Materials and Availability of Trained Personnel

Objective: Maintain required materials to send to property owners, such as Engineer's Report, resolutions, etc., as requested, as well as provide trained personnel to assist the District with questions/issues.

Description: Willdan will keep on file each fiscal year's Engineer's Report, and resolutions to be made available to property owners upon request. Additionally, to assist with questions or issues that arise throughout the term of the contract; trained personnel (technical advisor, manager, analyst) will be available to assist with questions and problems District staff via meetings, telephone, e-mail and cellular phone.

Completion: Ongoing.

Schedule of Fees

Standby Charge Administration

Willdan proposes to provide the Scope of Services previously identified within this submission for the ***not-to-exceed annual fee of $15,000.*** The table below identifies the breakdown of this fee by fiscal year.

Annual Administration Fees					
Services	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**
Annual Administration of Standby Charge	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
In-Person Meeting Attendance (Optional)	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, ***not to exceed $300 annually***. Examples of reimbursable expenses include, but are not limited to: postage, travel expenses, mileage (current Federal prevailing rate), maps, electronic data provided from the County and/or other applicable resources, construction cost periodicals, and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the District. Charges for meeting and consulting with counsel, the District, or other parties regarding services not listed in the scope of work above will be at our then current hourly rates (see “Hourly Rates” section).

In the event that a third party requests any documents, WFS may charge such third party for providing said documents in accordance with Willdan’s applicable rate schedule.

Hourly Rates

Additional services may be authorized by Central Basin and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are listed below.

Willdan Financial Services	
Position	**Hourly Rate**
Group Manager	$ 210
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Naja Braddock

ACTION ITEM

Approval of Property and Liability Insurance Renewal for Year 2024-2025

RECOMMENDED MOTION:

That the Board approve:

1. The insurance renewal effective April 1, 2024, based on Exhibit "A" for a total not-to exceed $444,355: and
2. Authorizes the Acting General Manager to execute all the necessary paperwork in order to renew the District's insurance policy as best serves the District's needs.

EXHIBITS:

24March007 Keenan Insurance Memo for 3.25.2024 Board Meeting (with Keenan Updates) FINAL version.pdf
24March007 CBMWD_Proposal.pdf

Central Basin Municipal Water District

MARCH 14, 2024 – Administration & Finance
Garza, Gualtieri, Chacon
MARCH 25, 2024 – Board Meeting
Prepared by: Zack Zukowski (Keenan & Associates)
Submitted by: Naja Braddock, MBA
Approved by: Victor Ponto

ACTION ITEM

APPROVAL OF PROPERTY & LIABILITY INSURANCE RENEWAL FOR YEAR 2024-2025

SUMMARY:

Each year the District reviews and analyzes its insurance requirements and coverage options. The District routinely obtains the following types of insurance coverage for General Liability, Excess Liability, Cyber Liability, Public Officials Management Liability, Property and Crime coverage. The District's goal is to obtain the most favorable coverage available.

Background

The District's current insurance portfolio is outlined below. A formal renewal proposal outlining the District's expiring coverage, renewal options, carrier quotations and coverage forms have been provided. Given the current insurance market conditions and the District's loss history, Keenan initially indicated that the District should anticipate an overall increase to the portfolio of up to 20%. The total overall increase for the 2024-2025 renewal came in at only 4.21%. The updated coverage will be presented for review and approval at the Regular Board Meeting scheduled for March 25, 2024.

Coverage	Carrier	Limit	Ded/SIR	2023-2024 Total Cost	2024-2025 Estimated Cost
Property All-Risk	Federal Insurance Co.	$12,506,201	$25,000	$16,576	$16,692
General Liability	Illinois Union Ins Co.	$5,000,000	$100,000	$159,638	$149,920
Excess Liability	Hallmark Specialty Ins	$5,000,000	$5,000,000 excess of $100,000 retention	$80,480	$87,703
Public Officials Management Liability, Directors & Officers & Employment Practices Liability	Ace American Insurance Co.	$3,000,000	$250,000	$125,053	$145,343
Cyber Liability	Lloyds of London	$5,000,000	$15,000	$31,222	$31,222

Business Automobile Liability	Federal Insurance Co. (Chubb)	$1,000,000	$1,000	$4,285	$4,285
Government Crime Coverage	Great American Ins Co.	$3,000,000	$50,000	$9,190	$9,190
		Grand Total:		**$426,444**	**$444,355**

PROCUREMENT PROCESS:

Per the Procurement Policy, Part 4.1.5 (B) of the Administrative Code, the Board authorizes the General Manager to make payments in order for the District to run its daily operations efficiently, which includes District's liability insurance premiums.

FISCAL IMPACTS:

Funds for coverage through June 30, 2024 are included in the budget and staff will include funds in the fiscal year 2024-25 budget, which will be presented to the Board and subject to its approval at that time.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Administration & Finance Committee on March 14, 2024

RECOMMENDED MOTION:

That the Board approve:

1. The insurance renewal effective April 1, 2024, based on Exhibit "A" for a total not-to exceed $444,355: and
2. Authorizes the Acting General Manager to execute all the necessary paperwork in order to renew the District's insurance policy as best serves the District's needs.

EXHIBITS:

Exhibit "A" – Insurance Proposal

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Central Basin Municipal Water District

2024/2025 Proposal

Central Basin Municipal Water District

Premium Summary

	Expiring	Renewal	% Change
General Liability	$159,638	$149,920	-6.09%
Excess Liability	$80,480	$87,703	8.97%
Management Liability	$125,053	$145,343	16.23%
Property All Risk	$16,707	$16,692	-0.09%
Crime	$9,190	$9,190	0.00%
Cyber Liability	$31,222	$31,222	0.00%
Grand Total	**$422,290**	**$440,069**	**4.21%**

General Liability

	Expiring	Renewal
Carrier	**Illinois Union Insurance Company** *(A Chubb Company)*	**Illinois Union Insurance Company** *(A Chubb Company)*
AM Best Rating	A++ (Superior)	A++ (Superior)
Financial Size Category	XV ($2 Billion or more)	XV ($2 Billion or more)
California Status	Non-Admitted	Non-Admitted
Coverage	**General Liability (Occurrence)**	**General Liability (Occurrence)**
Policy Term	April 3, 2023 to April 3, 2024	April 3, 2024 to April 3, 2025
Limit of Liability		
Annual Aggregate	$5,000,000	$5,000,000
Per Occurrence	$5,000,000	$5,000,000
Retention	$100,000	$100,000
Defense Costs	Included within limit and retention	Included within limit and retention
Premium		
Annual Premium	$154,718.00	$145,299.00
TRIA	*$7,368.00 (included in premium above)*	*$6,919.00 (included in premium above)*
Surplus Lines Taxes and Fees	$4,641.54	$4,358.97
Stamping Fee	$278.49	$261.54
Total Cost	**$159,638.03**	**$149,919.51**
	Premium is fully earned at inception	***Premium is fully earned at inception***
Commission		
Keenan & Associates	7.5%	7.5%
Intermediary	7.5%	7.5%
Major Exclusions *(see policy for complete list of exclusions)*	Damages for breach of contract Damages for injunctive relief Automobile Liability (Including Hired and Non-Owned) Inverse Condemnation Failure to Supply Personal Injury Sexual Abuse by an Insured Earth Movement Dam Failure Insured vs. Insured Advertising Injury Investment Failure	Damages for breach of contract Damages for injunctive relief Automobile Liability (Including Hired and Non-Owned) Inverse Condemnation Failure to Supply Personal Injury Sexual Abuse by an Insured Earth Movement Dam Failure Insured vs. Insured Advertising Injury Investment Failure
Major Exclusion *(see policy for complete list of exclusions)*	Price Fixing, Restraint of Trade, Monopolization, Unfair Trade Practices Failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture Intentional Conduct Criminal/deliberately fraudulent acts Fiduciary Liability Costs, civil fines, penalties or expenses imposed against an Insured arising from any complaint or enforcement action from any federal, state, or local government Rendering or failure to render professional services Pollution/Asbestos/Lead/Fungi or Bacteria/Nuclear Law Enforcement Activities	Price Fixing, Restraint of Trade, Monopolization, Unfair Trade Practices Failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture Intentional Conduct Criminal/deliberately fraudulent acts Fiduciary Liability Costs, civil fines, penalties or expenses imposed against an Insured arising from any complaint or enforcement action from any federal, state, or local government Rendering or failure to render professional services Pollution/Asbestos/Lead/Fungi or Bacteria/Nuclear Law Enforcement Activities Perfluoroalkyl or Polyfluoroalkyl Substances Protected Information Risk and Cyber Liability

Coverage Forms Attached at Inception	Declarations Page Common Conditions, Definitions and Exclusions General Liability Coverage Part Law Enforcement Activities Exclusion Exclusion-Virus Bacteria or Microorganism that induce Physical Distress, Illness or Disease Exclusion-Data Risk & Cyber Liability Cap on Losses from Certified Acts of Terrorism Trade or Economic Sanctions Endorsement Services of Suit Endorsements Signatures California Surplus Lines Notification Chubb Producer Compensation Practices & Policies OFAC Policyholder Disclosure TRIA ACCEPTED: Policyholder Disclosure-Notice of Terrorism Insurance Coverage TRIA REJECTED: Policyholder Disclosure-Notice of Terrorism Insurance Coverage	Same as expiring *except*: **Added**: Additional Insured-Specific by Written Contract **Added**: Perfluoroalkyl or Polyfluoroalkyl Substances Exclusion **Added:** Protected Information Risk and Cyber Exclusion
Subjectivities		
TRIA Form - Accept/Decline Completed TPA Questionnaire		

Excess General Liability

	Expiring	Renewal
Carrier	**Hallmark Specialty Insurance Company**	**StarStone Speciality Insurance Company**
AM Best Rating	A- (Excellent)	A- (Excellent)
Financial Size Category	VIII ($100 Million to $250 Million)	XII ($1 Billion to $1.25 Billion)
California Status	Non-Admitted	Non-Admitted
Coverage	**Excess Public Entity Liability (Occurrence)**	**Excess Public Entity Liability (Occurrence)**
Policy Term	April 3, 2023 to April 3, 2024	April 3, 2024 to April 3, 2025
Limit of Liability		
Annual Aggregate	$5,000,000	$5,000,000
Per Occurrence	$5,000,000	$5,000,000
Underlying Coverage	$5,000,000 excess of $100,000 retention	$5,000,000 excess of $100,000 retention
Defense Costs	Included within limit	Included within limit
Premium		
Annual Premium	$76,470.00	$83,333.00
TRIA	$1,530.00	$1,667.00
Surplus Lines Taxes and Fees	$2,340.00	$2,550.00
Stamping Fee	$140.40	$153.00
Total Cost	**$80,480.40**	**$87,703.00**
	**Minimum of 25% of Premium is earned at inception*	**Minimum of 25% of Premium is earned at inception*
Commission		
Keenan & Associates	7.5%	7.5%
Intermediary	7.5%	7.5%
Major Exclusions *(see policy for complete list of exclusions)*	Follows Underlying Policy	Follows Underlying Policy
Coverage Forms Attached at Inception	Excess Public Entity Liability Declarations Schedule of Forms and Endorsements Schedule of Underlying Insurance Excess Public Entity Liability Policy Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability Claim Reporting Procedures Policyholder Disclosure Notice of Terrorism Insurance Coverage Cap on Losses from Certified Acts of Terrorism (if Terrorism elected)	Excess Public Entity Liability Dec Page Schedule of Forms and Endorsements Schedule of Underlying Insurance Excess Public Entity Liability Policy Access or Disclosure of Confidential or Personal Information and Data-Related Liability U.S. Treasury Dept. (OFAC) Policyholder Disclosure Notice of Terrorism Insurance Coverage Privacy Policy Disclosure Notice

	Exclusion of Punitive Damages Related to a Certified Act of Terrorism (if Terrorism elected) Service of Suit U.S. Treasury Dept ("OFAC") Fungi or Bacteria Exclusion Asbestos Exclusion Lead Exclusion Excess Public Entity Liability Exclusion - Perfluoroalkyl and Polyfluoroalkyl Exclusion - Communicable Disease Surplus Lines Notification Signature Page Privacy Policy Disclosure Notice	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Claims Reporting Asbestos Exlusion Communicable Disease Fungi or Bacteria Exclusion Lead Exlusion Nuclear Energy Liability Exclusion Endorsement Perfluoroalkyl and Polyfluroakyl Substances (PFAS) Service of Suit Signature Page Cap on Losses from Certified Acts of Terrorism Policyholder Disclosure Notice of Terrorism Insurance Coverage Disclosure Pursuant to Terrorism Risk Insurance Act CA Surplus Lines Notice (D-2)
Subjectivities		
Completed and Signed TRIA Acceptance or Rejection form (prior to binding) Carrier reserves the right to amend terms an conditions subject to receipt and review of the underlying terms		

Management Liability

	Expiring	Renewal	Renewal - Option 2
Carrier	**ACE American Insurance Company** *(A Chubb Company)*	**ACE American Insurance Company** *(A Chubb Company)*	**ACE American Insurance Company** *(A Chubb Company)*
AM Best Rating	A++(Superior)	A++(Superior)	A++(Superior)
Financial Size Category	XV ($2 Billion or more)	XV ($2 Billion or more)	XV ($2 Billion or more)
California Status	Admitted	Admitted	Admitted
Coverage	**ACE Municipal Advantage Public Entity Liability**	**ACE Municipal Advantage Public Entity Liability**	**ACE Municipal Advantage Public Entity Liability**
Limit of Liability			
Annual Aggregate	$3,000,000	$3,000,000	$3,000,000
Per Claim	$3,000,000	$3,000,000	$3,000,000
Crisis Management	$25,000	$25,000	$25,000
Sublimits			
Non-Monetary Claim Defense			
Per Claim	$500,000	$500,000	$500,000
Annual Aggregate	$500,000	$500,000	$500,000
Policy Term	April 3, 2023 to April 3, 2024	April 3, 2024 to April 3, 2025	April 3, 2024 to April 3, 2025
Retroactive Date	April 3, 2022	April 3, 2022	April 3, 2022
Retention			
Public Officials Management	$250,000	$250,000	$500,000
Employment Practices	$250,000	$250,000	$500,000
Non-Monetary	$250,000	$250,000	$500,000
Crisis Management	$0	$0	$0
Defense Costs	Included within limit	Included within limit	Included within limit
Premium	**$125,053**	**$145,343**	**$126,034**
Commission	15%	15%	15%
Major Exclusions *(see policy for complete list of exclusions)*	Failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture Criminal/deliberately fraudulent acts Gaining of any profit not entitled to Insured versus Insured Violation of the: National Labor Relations Act Fair Labor Standards Act Occupational Safety and Health Act Consolidated Omnibus Budget Reconciliation Act of 1985 Worker Adjustment and Retraining Notification Act Failure to comply with any law concerning: Workers Compensation Unemployment Insurance Social Security Disability Benefits Bodily Injury and Property Damage Personal Injury Pollution Inverse Condemnation Litigation initiated prior to or pending at inception/known circumstances Rendering or failure to render professional services Breach of Contract	Failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture Criminal/deliberately fraudulent acts Gaining of any profit not entitled to Insured versus Insured Violation of the: National Labor Relations Act Fair Labor Standards Act Occupational Safety and Health Act Consolidated Omnibus Budget Reconciliation Act of 1985 Worker Adjustment and Retraining Notification Act Failure to comply with any law concerning: Workers Compensation Unemployment Insurance Social Security Disability Benefits Bodily Injury and Property Damage Personal Injury Pollution Inverse Condemnation Litigation initiated prior to or pending at inception/known circumstances Rendering or failure to render professional services Breach of Contract	Failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture Criminal/deliberately fraudulent acts Gaining of any profit not entitled to Insured versus Insured Violation of the: National Labor Relations Act Fair Labor Standards Act Occupational Safety and Health Act Consolidated Omnibus Budget Reconciliation Act of 1985 Worker Adjustment and Retraining Notification Act Failure to comply with any law concerning: Workers Compensation Unemployment Insurance Social Security Disability Benefits Bodily Injury and Property Damage Personal Injury Pollution Inverse Condemnation Litigation initiated prior to or pending at inception/known circumstances Rendering or failure to render professional services Breach of Contract
Coverage Forms Attached at Inception	Signatures Notice Amended Endorsement Trade or Economic Sanctions Endorsement	Signatures Notice Amended Endorsement Trade or Economic Sanctions Endorsement	Signatures Notice Amended Endorsement Trade or Economic Sanctions Endorsement

	Network Security or Privacy Exclusion False Claims Act Exclusion Public Entity Enhancement Endorsment Limits of Liability Amended - Defense Inside Limit State Amendatory - California Bond Exclusion Capacity Commitment Exclusion Policyholder Disclosure Notice of Terrorism Insurance Coverage U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders Chubb Producer Compensation Practices & Policies	Network Security or Privacy Exclusion False Claims Act Exclusion Public Entity Enhancement Endorsment Limits of Liability Amended - Defense Inside Limit State Amendatory - California Bond Exclusion Capacity Commitment Exclusion Policyholder Disclosure Notice of Terrorism Insurance Coverage U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders Chubb Producer Compensation Practices & Policies	Network Security or Privacy Exclusion False Claims Act Exclusion Public Entity Enhancement Endorsment Limits of Liability Amended - Defense Inside Limit State Amendatory - California Bond Exclusion Capacity Commitment Exclusion Policyholder Disclosure Notice of Terrorism Insurance Coverage U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders Chubb Producer Compensation Practices & Policies
Extended Reporting Period	12 months for 100% of last annual premium	12 months for 100% of last annual premium	12 months for 100% of last annual premium

Property - All Risk

	Expiring	Renewal
Carrier	**Federal Insurance Company** *(A Chubb Company)*	**Federal Insurance Company** *(A Chubb Company)*
AM Best Rating	A++ (Superior)	A++ (Superior)
Financial Size Category	XV ($2 Billion or more)	XV ($2 Billion or more)
California Status	Admitted	Admitted
Coverage	Real Property, Personal Property, Extra Expense	Real Property, Personal Property, Extra Expense
Policy Term	April 1, 2023 to April 1, 2024	April 1, 2024 to April 1, 2025
Toal Insured Values	$12,079,601	$12,868,677
Policy Limits		
Buildings	$4,607,241	$4,745,458
Equipment	$5,308,200	$5,467,446
Business Income with Extra Expense	$2,000,000	$2,160,000
Property In The Open	$164,160	$169,085
Accounts Receivable	$50,000	$50,000
Debris Removal	25% Direct Damage Loss	25% Direct Damage Loss
Fungus Clean-Up or Removal	$25,000	$25,000
Extra Expense	$100,000	$100,000
Newly Acquired Property (Building)	$2,500,000	$2,500,000
Newly Acquired Property (Personal Property)	$1,000,000	$1,000,000
Trees, Shrubs and Plants	$250,000 part of shared limits apportioned at time of loss	$250,000 part of shared limits apportioned at time of loss
Valuable Papers and Records	$250,000 part of shared limits apportioned at time of loss, sublimited to $50k per premises	$250,000 part of shared limits apportioned at time of loss, sublimited to $50k per premises
Business Income		
Contractual Penalties	$10,000	$10,000
Loss of Utilities	$15,000	$15,000
Ingress or Egress	$25,000	$25,000
Pollutant Clean-Up or Removal	$10,000	$10,000
Dependent Business Premises	$100,000	$100,000
Newly Acquired Premises BI	$100,000 for 180 days	$100,000 for 180 days
Deductible Provisions		
All Perils	$25,000	$25,000
Waiting Period	24 hours	24 hours
Premium		
Primary Annual Premium	$16,093.00	$16,062.00
TRIA	$614.00	$630.00
Total Costs	**$16,707.00**	**$16,692.00**
Commission	15%	15%

Terms and Conditions		
Minimum Earned Premium	None	None
Notice of Cancellation	60 days	60 days
Major Exclusions (see policy for complete list of exclusions)	Flood and Earthquake Wear & Tear Nuclear Hazard War Acts or Decisions Bookeeping Errors Malicious Programming Exclusion	Flood and Earthquake Wear & Tear Nuclear Hazard War Acts or Decisions Bookeeping Errors Malicious Programming Exclusion
Forms (see policy for complete list)	80-02-1323 Subsidiary Limits of Insurance 80-02-0005 Property Declarations 80-02-0045 Malicious Programing Exclusion 80-02-0210 Property Supplementary Declarations 80-02-0215 Property Supplementary Declarations Business Income 80-02-1000 Building and Personal Property 80-02-1004 Business Income with Extra Expense 80-02-1018 Extra Expense 80-02-1097 Property/BI Conditions and Defenitions 80-02-1667 Cap on Cert. Terrorism Losses 80-02-1669 Exclusion for Cert. Terrorism Losses/Premise 80-02-5241 Communicable Disease Contamination 80-02-5355 Special Waiting Period Provisions Added 80-02-5407 Ocean Cargo Coverage Added 99-10-0996 Important Notice NY Location Inspections	80-02-1323 Subsidiary Limits of Insurance 80-02-0005 Property Declarations 80-02-0045 Malicious Programing Exclusion 80-02-0210 Property Supplementary Declarations 80-02-0215 Property Supplementary Declarations Business Income 80-02-1000 Building and Personal Property 80-02-1004 Business Income with Extra Expense 80-02-1018 Extra Expense 80-02-1097 Property/BI Conditions and Defenitions 80-02-1667 Cap on Cert. Terrorism Losses 80-02-1669 Exclusion for Cert. Terrorism Losses/Premise 80-02-5241 Communicable Disease Contamination 80-02-5355 Special Waiting Period Provisions Added 80-02-5407 Ocean Cargo Coverage Added **80-02-5698 Errors In Systems Programming Excl Amended** 99-10-0996 Important Notice NY Location Inspections

Crime - Employee Dishonesty

	Expiring	Renewal	Renewal - Option 2	Renewal - Option 3
Carrier	Great American Insurance Company	Great American Insurance Company	Fidelity and Deposit Company of Maryland *(a Zurich Company)*	National Union Fire Insurance Company of Pittsburgh, PA *(an AIG Company)*
AM Best Rating	A+ (Superior)	A+ (Superior)	A+ (Superior)	A (Excellent)
Financial Size Category	XV ($2 Billion or more)	XV ($2 Billion or more)	XV ($2 Billion or more)	XV ($2 Billion or more)
California Status	Admitted	Admitted	Admitted	Admitted
Coverage	Government Crime Coverage, including Faithful Performance of Duties	Government Crime Coverage, including Faithful Performance of Duties	Government Crime Coverage, including Faithful Performance of Duties	Government Crime Coverage, including Faithful Performance of Duties
Policy Term	April 1, 2023 to April 1, 2024	April 1, 2024 to April 1, 2025	April 1, 2024 to April 1, 2025	April 1, 2024 to April 1, 2025
Limit of Liability				
Employee Dishonesty	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Faithful Performance of Duty	$1,000,000	$1,000,000	$1,000,000	**$5,000,000**
Forgery or Alteration	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Credit, Debit or Charge Card Forgery	$250,000	**$5,000,000**	$250,000	**$5,000,000**
Inside the Premises	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Outside of Premises	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Computer Hacking	$5,000,000	$5,000,000	Not Covered	Included in Computer Fraud
Destruction of Electronic Data or Computer Programs by Virus or Vandalism	Not Covered	Not Covered	$1,000,000	Not Covered
Computer Fraud	Included in Computer Hacking	Included in Computer Hacking	Not Covered	$5,000,000
Money Orders & Counterfeit Paper Cash	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Funds Transfer Fraud	$5,000,000	$5,000,000	$5,000,000	$5,000,000
ERISA Fraud or Dishonesty	$500,000	$500,000	Separate Limit Not Offered*	Included in Employee Theft A.1 or A.2**
Fraudulent Impersonation	Not Covered	Not Covered	$250,000	$100,000
Prior Theft or Dishonesty	Not Covered	Not Covered	Not Covered	$25,000
Deductible				
Employee Dishonesty	$50,000	$50,000	$50,000	$50,000
Faithful Performance of Duty	$25,000	$25,000	$50,000	$50,000
Forgery or Alteration	$50,000	$50,000	$50,000	$50,000
Credit, Debit or Charge Card Forgery	$5,000	**$50,000**	No separate deductible. Part of Forgery or Alteration	$50,000
Inside the Premises	$50,000	$50,000	$50,000	$50,000
Outside of Premises	$50,000	$50,000	$50,000	$50,000
Computer Hacking	$50,000	$50,000	Not Applicable	Included in Computer Fraud
Destruction of Electronic Data or Computer Programs - by "Virus or Vandalism"	Not Applicable	Not Applicable	$10,000	Not Applicable
Computer Fraud	Included in Computer Hacking	Included in Computer Hacking	Not Applicable	$50,000
Money Orders & Counterfeit Paper	$50,000	$50,000	$50,000	$50,000
Funds Transfer Fraud	$50,000	$50,000	$50,000	$50,000
ERISA Fraud or Dishonesty	$0	$0	Not Applicable	$0
Fraudulent Impersonation	Not Applicable	Not Applicable	$50,000	$25,000
Prior Theft or Dishonesty	Not Applicable	Not Applicable	Not Applicable	$0
Major Exclusions (see policy for complete list of exclusions)	Confidential Information Protected Information Governmental Action Pollution War and Military Action Indirect Loss Legal Fees Costs and Expenses Nuclear Hazards	Confidential Information Protected Information Governmental Action Pollution War and Military Action Indirect Loss Legal Fees Costs and Expenses Nuclear Hazards	Confidential Information Protected Information Governmental Action Pollution War and Military Action Indirect Loss Legal Fees Costs and Expenses Nuclear Hazards	Confidential Information Protected Information Governmental Action Pollution War and Military Action Indirect Loss Legal Fees Costs and Expenses Nuclear Hazards
Estimated Annual Premium	**$9,190.00**	**$9,190.00**	**$8,244.00**	**$8,311.00**
Commission	15%	15%	15%	15%

Subjectivities
AIG: No Subjectivities **AIG note regarding ERISA Fraud or Dishonesty: Will add the following language to an additional named insured endorsement. "Any employee benefit plan(s) sponsored by the Named Insured(s) now existing or hereafter created or acquired, that is required to be bonded under the Employee Retirement Income Security Act of 1974, as amended, to include the Pension Act of 2006. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, limitations or provisions of the attached Policy other than as above stated." **Great American**: Most recent CPA Audited Financial Statement. Underwriter advised, they are ok with waiting until June/July to receive the audited financials and will change the subjectivity to "as soon as available" when/if they end up binding. Three New Endorsements to be added at 2024 renewal: **SE0011**-Include Specified Non-Compensated Officers As Employees.; **SE0013**-Include The Chair and Members of Specified Committees as Employees; **SE0014**-Included Specified Directors Or Trustees On Committees as Employees. **Zurich:** 1) Current Audited Financial Statement and Favorable review of the statements. Underwriter advised, since they have the 2021 audited financials, that's fine. Just send them over once obtained. 2) **Receipt, and satisfactory review of Fraudulent Impersonation Questionnaire.** 3) Currently Valued Loss Runs for the last 5 years. Note: Currently valued 4 years loss runs were submitted and Underwriter accepted them. This subjectivity has been complied with. ***Zurich note regarding ERISA Fraud or Dishonesty: Zurich can include ERISA coverage by naming the plan as an additional insured and adding their ERISA endorsement. However, since the insured is a government entity, would they have any benefit plans that are subject to ERISA**?** If so, Zurich would need to list any plan wished to be covered as an additional named insured. Zurich does not offer a separate limit, however, the plan(s) would have coverage up to the same limit as Employee Theft.

Cyber Liability

	Expiring	Renewal	Renewal - Option 2
Carrier	**Lloyds of London (via CFC Underwriting)**	**Lloyds of London (via CFC Underwriting)**	**Crum & Forster Insurance Company**
AM Best Rating	A (Excellent)	A (Excellent)	A (Excellent)
Financial Size Category	XV ($2 Billion or more)	XV ($2 Billion or more)	XV ($2 Billion or more)
California Status	Non-Admitted	Non-Admitted	Non-Admitted
Policy Term	April 3, 2023 to April 3, 2024	April 3, 2024 to April 3, 2025	April 3, 2024 to April 3, 2025
Coverage	Cyber Liability Coverage	Cyber Liability Coverage	Cyber Liability Coverage
Policy Form	Cyber, Private Enterprise (US) v3.0 Claims Made Cyber Liability	Cyber, Private Enterprise (US) v3.0 Claims Made Cyber Liability	Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)
Limits			
Policy Aggregate	$5,000,000	$5,000,000	$5,000,000
Cyber Incident Response Sublimits			
Incident Response Cost	$5,000,000	$5,000,000	$5,000,000
Legal and Regulatory Cost	$5,000,000	$5,000,000	$5,000,000
IT Security and Forensic Costs	$5,000,000	$5,000,000	$5,000,000
Crisis Communicaiton Costs	$5,000,000	$5,000,000	$5,000,000
Privacy Breach Management Costs	$5,000,000	$5,000,000	$5,000,000
Third Party Privacy Breach Management Costs	$5,000,000	$5,000,000	$5,000,000
Post Breach Management Remediation Costs	$50,000, subject to a max of 10% of insured cyber event costs	$50,000, subject to a max of 10% of insured cyber event costs	supplemental payments
Cyber Crime Sublimits			
Funds Transfer Fraud	$250,000	$250,000	$100,000
Theft of Funds Held in Escrow	$250,000	$250,000	Not Covered
Theft of Personal Funds	$250,000	$250,000	Not Covered
Extortion	$5,000,000	$5,000,000	$5,000,000
Corporate Identity Theft	$250,000	$250,000	Not Covered
Telephone Hacking	$250,000	$250,000	$100,000
Push Payment Fraud	$50,000	$50,000	$100,000
Unauthorized Use of Computer Resources	$250,000	$250,000	$5,000,000
System Damage and Buisness Interruption			
System Damage and Rectification Costs	$5,000,000	$5,000,000	$5,000,000
Income Loss and Extra Expense	$5,000,000	$5,000,000	$5,000,000
Additional Extra Expense	$100,000	$100,000	$5,000,000
Dependent Business Interruption	$5,000,000	$5,000,000	$5,000,000
Consequental Reputational Harm	$5,000,000	$5,000,000	$5,000,000
Claim Preparation Costs	$25,000	$25,000	Included in limit above
Hardware Replacement Costs	$5,000,000	$5,000,000	$5,000,000
Network Security and Privacy Liability			
Network Security	$5,000,000	$5,000,000	$5,000,000
Privacy Liability	$5,000,000	$5,000,000	$5,000,000
Management Liablity	$5,000,000	$5,000,000	$5,000,000

Regulatory Fines	$5,000,000	$5,000,000	$5,000,000
PCI Fines, Penalties and Assessments	$5,000,000	$5,000,000	$5,000,000
Media Liability			
Defamation	$5,000,000	$5,000,000	$5,000,000
Intellectual Property Rights Infrigment	$5,000,000	$5,000,000	$5,000,000
Court Attendance Costs			
Court Attendance Costs	$100,000	$100,000	Not Covered
Retention	$15,000, except:	$15,000, except:	$25,000
Incident Response Cost (when using approved vendors)	$0	$0	$0
Post Breach Remediation	$0	$0	$0
Waiting Periods			
Business Interruption	8 Hours	8 Hours	12 Hours
Services Available	CFC Response Mobile App (see attached flyer for details)	CFC Response Mobile App (see attached flyer for details)	C&F Cyber Response Team – 24/7/365 CFcyberASSIST
Special Conditions	No Flat Cancelations All fees fully earned at inception	No Flat Cancelations All fees fully earned at inception	No Flat Cancelations
Major Exclusions *(see policy for complete list of exclusions)*	Technology Errors and Omissions Known Claims/Circumstances Power and Utility Failure Willful or Disnoest Acts of Executive Officers Betterment Bodily Injury/Property Damage Chargebacks by Credit Card Companies/Banks Domain Name Suspension/Revocation	Technology Errors and Omissions Known Claims/Circumstances Power and Utility Failure Willful or Disnoest Acts of Executive Officers Betterment Bodily Injury/Property Damage Chargebacks by Credit Card Companies/Banks Domain Name Suspension/Revocation	Criminal, dishonest, fraudulent or malcious act or Any actual or alleged infringement, misuse or abuse Nuclear reaction Declared War Any economic or trade sanction imposed by the Any impairment, failure or malfunction of a satellite; Known Claims/Circumstances
Premium			
Primary Annual Premium	$29,775.00	$29,775.00	$25,178.00
Policy Fee - Carrier	$500.00	$500.00	$400.00
Surplus Lines Taxes	$893.25	$893.25	$755.34
Stamping Fee	$53.60	$53.60	$45.32
Total Cost	**$31,221.85**	**$31,221.85**	**$26,378.66**
Commission			
Keenan & Associates	17.5%	17.5%	12.5%
Intermediary	7%	7%	7.5%

Subjectivities

CFC
Satisfactory confirmation that you have downloaded & registered our incident response mobile app within 30 days of binding.
Crum and Forster
Confirmation that Multifactor Authentication (MFA) is utilized for Remote Desktop Protocol (RDP) and remote access to internal Privileged User Accounts.
Prior carrier loss runs.
Completion of D-1 & SL-2 forms

Other Markets Approached

Coalition indicated $50k per $1M limit with $100k retention and would not consider more than a $2M limit
Travelers Excess & Surplus Lines quoted a $3M limit for $24,029

DISCLOSURE STATEMENT

AssuredPartners agencies are licensed as insurance producers by the various States where we are transacting insurance, which includes the sale, solicitation, and servicing of insurance business, as well as advising on the relative benefits of certain insurance policies and risk management programs. Our agencies typically receive compensation from insurers in the form of commissions paid as a percentage of the premiums due the applicable insurance companies. Commissions can vary by insurance company, by volume of business placed with that company or the profitability thereof, and other factors. In other cases, depending on various State laws and the capacity in which our agency is acting, our agencies may receive other forms of compensation from insurers, insurance intermediaries, premium finance companies and other vendors; such as contingents, overrides, profit-sharing, premium finance fees, expense reimbursements, producer subsidies, award trips, meetings and other incentives. We also earn interest on premiums we hold until it is time to pay the applicable insurance companies.

Our overriding desire is to provide great customer service, having you, the customer, believe we have earned our compensation. We believe in full disclosure of our compensation. Accordingly, if you have any questions about the compensation we receive from your policies (including policies we propose to you), please just ask your account representative, who will gladly provide you a summary of our compensation arising from your policies (some estimation may be necessary, for example where contingents are involved).

This proposal provides a summary of coverages. In the event of a conflict, the actual terms, conditions, limitations, and exclusions of the policy shall prevail.

I have reviewed and accept the attached proposal. Please accept this as our authorization to bind coverage as of **April 3, 2024** per the terms and conditions detailed in this proposal.

General Liability

[ ] Premium of $149,919.51 including $6,919.00 for Terrorism Coverage

Excess General Liability

[ ] Premium of $87,703.00 including $1,667.00 for Terrorism Coverage

Management Liability

[ ] Option #1 Premium of $145,343.00
[ ] Option #2 Premium of $126,034.00

Property All Risk

[ ] Premium of $16,692.00 including $630.00 for Terrorism Coverage

Crime Employee Dishonesty

[ ] Option #1 Premium of $9,190.00
[ ] Option #2 Premium of $8,244.00
[ ] Option #3 Premium of $8,311.00

Cyber Liability

[ ] Option #1 Premium of $31,221.85
[ ] Option #2 Premium of $26,378.66

Signed by (Printed Name) _____ Title _____

Signature/Title of Authorized Representative _____ Date _____

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: John Robinson

ACTION ITEM

Re-Evaluation of District Main Office Renovation Project

RECOMMENDED MOTION:

Receive Staff Report and Provide Additional Direction.

EXHIBITS:

24Mar009 Headquarters Update.pdf
24March009 Ex A-RFP No. 202.pdf
24Mar009 Exhibit B and Exhibit C.pdf

Central Basin Municipal Water District

MARCH 13, 2024 - Engineering & Operations
Bekele, Crawford, Camacho-Rodriguez
MARCH 25, 2024 - Board Meeting
Prepared by: John Robinson
Submitted by: John Robinson
Approved by: General Counsel

ACTION CALENDAR

RE-EVALUATION OF DISTRICT MAIN OFFICE RENOVATION PROJECT

BOARD AUTHORIZATION:

Central Basin Municipal Water District was established in 1952 and provides imported and recycled water to retail water agencies, including cities, mutual water companies, investor owned utilities and private companies serving nearly 2 million people in southeast Los Angeles.

The CBMWD Board approved a contract with GM Properties to sell its main office building located at 6252 Telegraph Road on August 26, 2019. The building cost the District approximately $335,000 annually to operate and maintain. There were also a significant number of improvements that needed to be made as the building deteriorated over time and the projected costs for repairs were close to $2M. Many of these repairs were related to health and safety not regular routine maintenance. The building was sold for $6.2M on January 6, 2022. The net proceeds of $5.6M were invested in the District's UBS and LACPIF accounts.

The District decided to lease temporary office space saving the District $195,858 annually due to reduced overhead and operational costs.

The CBMWD Real Estate Committee visited several properties; however, the average sale price was between $5M - $7M before any tenant improvements. The biggest issue was finding a space that could accommodate a boardroom, office space for staff and parking for events/meetings.

The Real Estate Committee found a building located at 6801 East Washington Boulevard and the CBMWD Board approved the purchase of the building for $2.8M on August 9, 2022. The tenants remained in the building until June 2023 and paid monthly rent of $3,750 (Sept 2022 – June 2023).

The District issues a Request for Qualifications and Proposal for Architectural Design Development Services on November 17, 2022 (See Exhibit A) and SVA Architects, Inc. (SVA) selected was tasked by the District to prepare a Basis of Design Assessment Report of the existing building and site to provide a preliminary architectural and engineering assessment. The SVA design team visited the site on June 20, 2023. The information provided in Exhibit B is based on areas of the building that were visible and/or exposed during site observation.

As part of the preparation for the RFQ Architectural Design Services the District requested a secondary review of the projected costs contained in the SVA Basis of Design Report The

District issued a task order to Cumming Management Group to prepare a Concept Design Construction Estimate (Exhibit C).

BACKGROUND ON PAST DISTRICT MAIN OFFICE RENOVATION:

The information provided herein is based on areas of the building that were visible and/or exposed during our observation. Any conditions concealed within walls or above ceilings that were not accessible are excluded from this report. All recommendations should be evaluated by the Owner to determine whether those items should be included in the project scope. In situations where recommendations are based on either building systems exceeding their useful life expectancy or complying with current 2022 California Building Code (CBC). requirements, these items shall be included in the "BASE SCOPE-Priority Elements" category.

The Basis of Design provided three recommendations including two (2) renovation options (Concept 1 and 2) and new replacement building with the same square footage (Concept 3) for the approximately 7,500 to 8,500 square foot building. The following is a summary of the Table of Concept of the Basis of Design Report which included observations and recommendations for the District main office following these disciplines

1. Civil
2. Architectural
3. Acoustic
4. Structural
5. Mechanical
6. Plumbing
7. Electrical
8. Fire Alarm System
9. LEED

Civil: Specific to the main office renovation, the focus was 1) sanitary sewer main requires evaluation; 2) water meter might need to be upgraded which includes backflow; and 3) ADA path of travel and entrance to the building will be required.

Architectural: Specific to main office renovation had the most significant upgrades including 1) Performing testing for asbestos, lead and/or mold in the interior and exterior finishes; 2) new roof required; 3) completely remove and replace all the interior items including plumbing, windows, electrical interior finishes, acoustical panels, etc.

Acoustic: Installation of new acoustic tiles within the building is required and this recommendation would be for all Concepts.

Structural: Required seismic retrofit in order to comply to current building code (2022 California Building Code). This includes 1) testing the existing structural element of the building and 2) seismic rehabilitation based on the building but might include a) reinforced concrete shotcrete on the North and South walls; b) new concrete or brick shear walls on East and West walls; and c) new wall ties to the roof frame.

Mechanical: Installation of a new HVAC system is required and this recommendation would be for all Concepts.

Plumbing: Installation of new interior plumbing is required and this recommendation would be for all Concepts. The natural gas meter might need to be raised to an above ground installation.

Electrical Power and Lighting: Installation of a new electrical distribution and new lighting system is required. This recommendation would be for all Concepts.

Fire Alarm System: Currently the main office does not have a fire protection system installed and based on current code interior fire protection system is not required. Installation of a new fire alarm system is required and this recommendation would be for all Concepts.

Leadership in Energy & Environmental Design (LEED): The U.S. Green Building Council (USGBC) is the organization that certifies any projects that adhere to the prerequisites and credits that address carbo footprint, energy, water, sanitary sewer, transportation, materials, health and indoor environmental quality. There are four levels of certification (Platinum, Gold, Silver and Certified). The District has to decided during the design process if LEED certification will be a required.

PROBABLE CONSTRCTION COST EVALUATION

At the March 13th Engineering and Operations Committee, the Committee requested Engineering staff to evaluate the SVA Basis of Design Report and Cumming Concept Design Construction Estimate. The Engineering staff evaluated Basis of Design Report and Concept Design Construction Estimate and compared the costs to other projects. Refer to the below summary table for the evaluation

Items	Concept 1/2 (High Estimate)	Concept 3 (High Estimate)	Concept 1 / 2 Cummings	Concept 3 Cummings
Civil / Site Improvements	$50,000	$75,000	$281,494	$440,468
Demolition	$75,000	$120,000		
Architectural Exterior Improvements	$150,000	$300,000	$1,115,171	$1,906,537
Architectural Interior Improvements	$1,600,000	$1,900,000	$836,145	$825,687
Structural Improvements	$900,000	$425,000		
Mechanical Improvements	$350,000	$390,000	$463,402	$440,677
Plumbing Improvements	$170,000	$195,000	$225,454	$276,207
Electrical Power and Lighting	$225,000	$240,000	$548,379	$502,929
Fire Alarm System	$130,000	$140,000		
AV improvements	$75,000	$90,000	$47,261	$47,261
Environmental Abatement	$195,000	$195,000		
SUBTOTAL	$3,920,000	$4,070,000	$3,517,306	$4,439,766
Contingency (10%)	$392,000	$610,500		
General Conditions (8%)	$313,600	$325,600		

Contractor Overhead/Profit/Bond (7.5%)	$294,000	$305,250		
Geneal Conditions and Requirements (12%)			$422,077	$532,772
Bonds and Insurances (2.8%)			$98,485	$124,313
Overhead and Profit (8.61%)			$302,840	$382,264
Design / Estimate Contingency (18.5%)			$651,053	$821,801
Escalation to start in 01-2025 (6%)			$299,323	$377,824
TOTAL	$4,919,600	$5,311,350	$5,291,083	$6,678,740
Cost per square foot (7,500 ft^2)	$655.95	$708.18	$705.48	$890.50

Engineering staff reviewed the four constructions estimates to determine if the order of magnitude for construction items are reasonable. The costs between the Basis of Design and the Concept Design Construction are close (within 8%) on the square footage for the main office renovation but the difference is significant on a new main office building as it is just under 20% difference for the new main office renovation. There is significant items missing in all the construction costs estimates including:

- Design of the renovation or new building
- Furnishing
- Modular workstations
- Communication Equipment
- Project Management/Construction Management
- Building permit fees
- Abatement costs
- Photovoltaic Panels.

Based on the evaluation:

A. The main office renovation appears to be accurate but there are a number of recommendations within the Basis of Design that will impact construction cost estimate in addition to the above items. Those recommendations include but are not limited to:
    1) Utility surveyor for the sanitary sewer main,
    2) Environmental consultant to determine potential abatements issues;
    3) License surveyor to determine finish grades for ADA compliance,
    4) Testing structural element of the building shell and
    5) Seismic rehabilitation.

B. The new main office building has some significant differences between the two overall costs and the contingency, general conditions, contractor overhead/profit/bond are significantly different (30.5% for the Basis of Design estimate and 47.9% for the Concept Design Construction Estimate).

To assist with the evaluation, Engineering staff contacted other agencies regarding their recent and current District main office renovations. Upper San Gabriel Valley Municipal Water

District just completed their main office renovation and Jurupa Community Service District has just started construction on their main office renovations. At this time they could not provide the District their construction breakdown but they did provide the square footage and approximately construction costs which was the following:

Items	Concept 1 / 2 (High Estimate)	Concept 1 / 2 Cummings	Upper San Gabriel Valley MWD	Jurupa Community Sanitary District
TOTAL CONSTRUCTION COST ESTIMATE	$4,919,600	$5,291,083	$4,500,000	$12,500,000
Cost per square foot (7,500 ft^2)	$655.95	$705.48		
Cost per square foot (6,500 ft^2)			$692.31	
Cost per square foot (20,000 ft^2)				$625.00

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

Future fiscal impact to the District will be for an architect to prepare plans and specifications for the implementation of the Districts main office building renovation as well as other specialty requirements to assist the architect to prepare the plans and specifications.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

PROJECT BENEFITS:

Future elimination of remote office leases and storage rental with all staff within one main office building.

COMMITTEE STATUS:

This item was directed to be prepared by the Engineering & Operations Committee on March 13, 2024 but was not reviewed.

RECOMMENDED MOTION:

This item is for information and discussion only.

GENERAL COUNSEL REVIEW:

EXHIBITS:

Exhibit “A” – Request for Qualification and Proposals for Architectural Design Development Services for District Headquarters Building Renovations – Proposal Issued 11/17/22
Exhibit “B” - SVA Architects, Inc. Basis of Design DRAFT Building Assessment Report for CBMWD Office Building – Dated 06/25/2023
06282023
Exhibit “C” - CBMWD Office Building Concept Design Construction Estimate – Dated 09/30/23

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Central Basin
Municipal Water District

RFP NO. 202

REQUEST FOR QUALIFICATION AND PROPOSALS
FOR ARCHITECTURAL DESIGN DEVELOPMENT SERVICES

DISTRICT HEADQUARTERS BUILDING RENOVATIONS

PROPOSAL ISSUE: November 17, 2022

PROPOSAL DUE: February 16, 2023, 2:00 P.M.

Issued by

CENTRAL BASIN MUNICIPAL WATER DISTRICT
TELEPHONE: (323) 201-5500
www.centralbasin.org

Central Basin Municipal Water District

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SECTION 1 - BACKGROUND INFORMATION

Central Basin Municipal Water District (Central Basin or District) is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWD). Additionally, as a member agency of the MWD, Central Basin appoints two representatives to sit on the MWD Board of Directors. Central Basin wholesales the imported water to cities, mutual water companies, investor-owned utilities, and private companies in Southeast Los Angeles County. The District also supplies water for groundwater replenishment and recycled water for municipal, commercial, and industrial use. The Central Basin service area includes 27 cities and a population of more than 1.7 million.

The District is governed by an eight-member board, five which are publicly elected and three which are appointed by purveyors. The District currently has 9 employees. Additional information about the District can be found on https://www.centralbasin.org/

SECTION 2 - STATEMENT OF PURPOSE

The District is requesting proposals from qualified firms for architectural services related to the Building Renovation Design and Development, Construction Documents and Construction Support for owner improvements of approximately 7,728 square feet existing commercial building located at 6801 E. Washington Blvd., Commerce, California 90040.

SECTION 3 - BUILDING DESCRIPTION

Located at 6801 E. Washington Blvd., Commerce, California 90040 the building was constructed in 1960 with a lot size of approximately 26,579 square feet and a building size of approximately 7,728 square feet. The APN is 6336-003-019 and the City of Commerce zoning is M2.

The subject building can be described as a single-story commercial structure with open surface parking located inside a gated fenced yard. This is a single tenant building that is and has been used as office space for the life of the building. Currently, the previous owner is leasing back a portion of the building through May 31, 2023. There is a good possibility that the tenant will vacate prior to the end of the lease on May 31, 2023.

Access to the roof is via a ladder that is accessed inside the building. The roof framing is a panelized roof system, which consists of steel or wood main girders which support the small wood girders. 2x4 roof rafters span between the smaller girdersand support the roof sheathing The roof is supported by conventional framing for low-sloped commercial roofs. There is attic space over the entire floor plan of the building. The building is supported by a slab foundation system. This building is a masonry and block wall building. The exterior window surfaces and door surfaces are metal.



Site Conditions: The area and property are well known and developed within the City of Commerce. As part of the successful property acquisition, the District completed site and building investigations including:

a) Structural Evaluation
b) Physical Inspection/Structural Investigation
c) Roof Inspection
d) Asbestos Testing
e) Mechanical Evaluation
f) Environmental Site Assessment

SECTION 3 - SCOPE OF WORK

The qualified company is required to perform and complete the work and provide the services as set forth in Exhibit "D" of this RFP.

SECTION 4 - MINIMUM COMPANY QUALIFICATIONS

a) The company must have been in business for a minimum of ten (10) years.
b) The company must have at least ten (10) years' experience of providing Architectural Design Development Services.
c) The Company must possess the certifications or licenses required to provide Architectural Design Development Services.
d) All personnel required to be licensed or certified to perform tasks will be required to keep all licenses or certifications valid and up to date.

SECTION 5 - PROPOSAL REQUIREMENTS

The Technical Qualifications Proposal must follow the format identified below and be numbered accordingly.

a) Name and address of the firm

b) Principal(s) of firm, Project Architect, Project Team members and how long the proposed project team has worked together.
c) Experience of firm in providing the requested scope of services, specifically referencing at least three (3) public works and/or water district facilities, especially if the project was of similar size and scope to this project. Include the date of the project, project budget, and contact information for the contracted agency that may provide information regarding the proposing architect's work.
d) A listing of other projects and references that would further support the architect's qualifications for this project and demonstrate five years of experience in working with public agencies.
e) A listing of the architectural firms' current active projects and status update.
f) A listing of all sub-contractors or consultants proposed by the Architect for this project. After the proposal submittal deadline, substitution of consultants may only be done with the permission of the District. Identify experience of the consultant and provide a list of relevant projects and references demonstrating their qualifications for this work.
g) A listing of any pending or previous litigation over the past five years related to the architectural firm's work. If none, please state so in an affirmative manner.
h) Exceptions- The District reserves the right, without obligation, to grant exceptions to the RFP/RFQ. However, the proposing architect must note any exceptions, and their reasons, in their proposal. Exceptions taken will be considered during the evaluation process. If there are no exceptions, proposing agency shall state so in the affirmative manner.
i) A general narrative, not to exceed two pages, describing why the Architect is qualified for this project. Also, provide a statement of overall approach and methodologies the Architect proposes to undertake to meet the needs of the District (this is not included within the previous two-page limit).
j) Provide an overall schedule of completion for the Scope of Work contained in the RFP including any suggested additional work tasks believed by the Architect to be necessary to achieve the District project goals.
k) Insurance: The proposal should include a copy of your proof of insurance as per the requirement outline in Section 6 of this RFQ.

Cost Proposal Content

The Architect shall provide a separate fee proposal for the requested services. The actual dollar fee paid to the Architect shall be fixed (not-to-exceed). The cost proposal should provide a list of reimbursable expenses that the Architect will submit as part of their project work, including any overhead and markup. The Architect's cost proposal shall also include all fees to be paid to the Architect's consultants. The proposing Architect will act as the prime contractor with the District.

In addition to the fixed fee schedule for the project, the Architect shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project. Rate shall be set with no additional markup allowed.

Payments to the Architect shall be made on a monthly basis and shall be in proportion to the services performed. The Architect shall not be reimbursed for travel expenses associated with work on this project unless the District specifically authorizes certain out-of-town travel. Travel to the District offices, the project site, material manufacturers and suppliers, and jurisdictional agencies are not considered “out of town” travel.

Design Requirements
The building design modifications shall conform to the latest edition of the California Building Code, California Mechanical and Plumbing, Code, California Electrical Code, California Energy Regulations, the American Disabilities Act (CalDaag Manual) for accessibility. Site work shall conform to the latest edition of the Standard Specifications for Public Works Construction.

SECTION 6 - TERMS AND CONDITIONS

Acknowledgement of District’s Contract Provisions
Interested companies should review and acknowledge the following provisions in the proposed contract:

The company shall procure and maintain the insurance required, for the duration of the contract, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed as set forth in Exhibit “C”, Section 4 of the attached sample contract.

1. Insurance Requirements: The following are the District’s standard insurance requirements.

(i) Commercial General Liability: coverage should include $1,000,000 per occurrence, $2,000,000 aggregate, as applicable. Prior to the start of work, the selected company shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

(ii) Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer’s equivalent) in the amount of $1,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers’ Compensation and Employer’s Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer’s Liability coverage of $1,000,000 per accident for bodily injury or disease.

(iv) Professional Liability Insurance: For the full term of this Agreement, the Firm 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.

(v) 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 Company.

(vi) Additional Insured Requirements: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT, DISTRICT's governing board of directors and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

2. Indemnification: Company shall, prior to completion and upon completion of the work, deliver possession thereof to the District ready for use and free and discharged from all claims for labor and material from subcontractors, suppliers or others. Company shall defend, indemnify and hold harmless the District to the fullest extent permitted by law, as set forth in Exhibit "C", Section 5 of the attached sample contract.

A sample contract is attached as Exhibit "C" for your review. This contract is representative of the contract that will be executed upon award to the successful company. If the company does not agree with these provisions, the company should include all comments and proposed contract language in the Proposal. Submission of Proposal in response to this RFQ constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.

SECTION 7 - REQUEST FOR CLARIFICATION/SITE ACCESS

Company requesting clarification pertaining to this RFP shall submit all requests through written correspondence by email **only** on or before 4:00 P.M. on January 5, 2023, to:

Sharon Kumar
Purchasing Manager
Tel No: (323) 201-5502
sharonk@centralbasin.org

Responses: An addendum will be issued by the District, in response to all clarifications on January 12, 2023 via the District's PlanetBids portal accessible at the following web address: https://pbsystem.planetbids.com/portal/55003/portal-home

Pre-proposal site visits are not mandatory but highly anticipated and recommended for all proposing firms. Currently, two site visits are scheduled for:

- December 5, 2022 at 11:00 A.M and
- January 18, 2023 at 11:00 A.M.

Proposing firms are asked to further coordinate and confirm attendance in advance.

SECTION 8 - SUBMITTING PROPOSAL

Per the District's Administration Code under Part 3, Chapter 9, Article 1, Section 1.12 (b) Communication Blackout, no person or company who has a potential new contract with the District, either for professional and other services or for the furnishing of any material, supplies, equipment or real estate to the District shall communicate directly or indirectly with a Director while that matter is pending before the District. Persons or companies that violate this policy will be disqualified from the procurement process.

The following information is required by the deadline for the company to be considered:

1. Title Page and Table of Contents.
2. Letter of Introduction signed by the officer of the company and a summary highlighting the key points of the proposal.
3. Detailed Proposal (addressing the scope of work)
4. Fee Schedule
5. Signed Acknowledgement Form - refer to Exhibit "A" attached hereto.
6. Signed Conflict of Interest Form - refer to Exhibit "B" attached hereto.
7. Additional documentation, if applicable.

Submit your proposal to:

Proposals to be submitted on or before **2:00 P.M. on February 16, 2023, via the District's PlanetBids portal accessible at the following web address:**

https://pbsystem.planetbids.com/portal/55003/portal-home

Any Proposal that does not include written/documented responses to all items of the "Proposal Requirements" will not be considered. Postmarks, facsimiles and e-mails will not be accepted.

SECTION 9 - SCHEDULE

The following dates reflect the anticipated schedule for the Proposal and selection of the company:

Events	***Date***
RFP distribution to companies	11/17/2022
Pre-proposal site visit – 1st visit	11/30/2022
Questions from companies about scope or clarification due	01/05/2023
Responses to companies about scope or approach due	01/12/2023
Pre-proposal site visit – 2nd visit	01/18/2023
Proposal due date	02/16/2023

SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be examined for compliance with all the requirements in the sections of this RFQ. The District, at its discretion, may waive any omission which it deems to be non-essential or inconsequential.

Per the Administrative Code Part 5, Chapter 1, Article 1, Section 1.4 B(c) - District at its discretion will evaluate each proposal submitted for the following criteria:

1. Understanding the project requirements, including identification of critical elements and key issues.
2. Project approach that includes comprehensive scope of work.
3. Project work plan that clearly defines project deliverables.
4. Project work plan that provides quantitative and/or qualitative measurement criteria for results.
5. Project work plan that offers estimated timelines for milestone completion as an aid to creating systematic progress reporting on vendor performance.

Proposing companies should note that since the engagement will be through a Professional Services Agreement, the selection will not be based on the pricing **only**, factor. The final selection will be based on the ability of the company to provide and perform the required duties as outlined in Exhibit "D".

Weighted Evaluation Criteria:

Completeness of the Proposal	25%
Company qualifications and experience	25%
Evaluation of scope of work, deliverables, quantitative, timelines for milestone	25%
Fee Schedule	25%
TOTAL	**100%**

Oral presentations and written questions for further clarifications may be required of some or all companies. Final scoring will be based on a predefined method considering the proposal and interview.

District staff will present the recommendation for contract award to the Administration and Finance Committee. The District's Board of Directors will make a final decision based on the Committee's recommendations. Committee and Board agendas can be found on the District's website at:
https://www.centralbasin.org/administration/board-of-directors/board-agenda-and-minutes

Dates and times of Committee and Board meetings can also be found on the District's website at: https://www.centralbasin.org/about-us/calendar

It is anticipated that the qualified company will be selected by end of March 2023.

SECTION 11 - CONFIDENTIALITY

The District is subject to Public Records Act under the California Government Code Section 6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposals submitted and terms and conditions specified in each company's bid response will remain the property of the District.

SECTION 12 - PROPOSAL ACCURACY

A proposal which is in any way incomplete, irregular, or conditional will not be accepted. By submitting a proposal, companies agree that any significant inaccuracy in information given by the company to the District will constitute good and sufficient cause for rejection of the proposal.

SECTION 13 - DISCLAIMER

Central Basin reserves the right:

a) To reject any or all Proposals;
b) Withdraw this solicitation at any time without prior notice, and furthermore makes no representations that any contract will be awarded to any respondent to this RFQ;
c) Award its total requirements to one respondent or to apportion those requirements among two or more respondents as Central Basin may deem to be in its best interests;
d) Negotiate a final contract with any respondent(s) as necessary to serve the best interest of Central Basin;
e) Select the Proposal most advantageous to the District;
f) Verify all information submitted in Proposal;
g) Reject companies that a found to have made misleading statements or material misrepresentations;
h) Amend this RFQ.

SECTION 14 - CONFLICT OF INTEREST

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the District Directors and staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit "B" attached hereto.

Continued on following page…

Central Basin Municipal Water District

EXHIBIT "A" ACKNOWLEDGMENT FORM

RFP No. 202 for Architectural Design Development Services

PART A

The proposing company warrants the following:

1) That it will not delegate or subcontract it responsibilities under contract without the expressed, prior written permission from Central Basin Municipal Water District.
2) That all information provided in connection with this proposal is true and correct.
3) That it will acknowledge and agree with all terms and conditions stated in this request for proposal.

Company Name (Respondent to RFP):202

_____

Address: _____City: _____ State: _____ Zip: ____

Contact Name: _____Title: _____

Telephone No: _____ Email: _____

_____
Signature

PART B

The above listed company is responding to a Request for Proposals for a qualified and experienced company to provide Architectural Design Development Services.

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN ON OR BEFORE 2:00 P.M., FEBRUARY 16, 2023

EXHIBIT "B" CONFLICT OF INTEREST FORM

Central Basin Municipal Water District's (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin's policies or California law and thus preclude a contracting party's participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your company or with proposed sub-consultants?

Owner	[Yes] [No]
Member	[Yes] [No]
Partner	[Yes] [No]
Officer	[Yes] [No]
Employee	[Yes] [No]
Contractor; Consultant	[Yes] [No]
Broker	[Yes] [No]
Major Stockholder:	[Yes] [No]

(Major stockholder means ownership of 3% or more of company stock.)
If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

[Yes] [No]

2. Are you, or to the best of your knowledge, are any officers or key employees of your company or proposed sub-consultants an immediate family member of any current Central Basin Board member or employee?

[Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your company or by proposed sub-consultants?

[Yes] [No]

4. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District?

[Yes] [No]

5. To the best of your knowledge, have you or any officers or key employees of your company or any proposed sub-consultants ever served on District's Board?

[Yes] [No]

6. Have any of your current employees been employed by the District in the past 5 years?

[Yes] [No]

7. Have you or any of your current employee been in direct or indirect communications with any of the District's Board of Directors during the procurement process of this RFQ?
   [Yes] [No]

   If Yes, then please indicate the date and the Director's name
   _____

8. Have you made any contribution(s) in the last three (3) months to any member of the District's Board of Directors?

[Yes] [No]

If Yes, then please indicate to whom and how much contribution was made?
_____

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

_____ _____
Name (type or print) Signature

_____ _____
Title Date

_____
Company Name

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN ON OR BEFORE 2:00 P.M., FEBRUARY 16, 2023

REV. 11/01/2022

EXHIBIT "C" SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT NO: _____
Between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
And
_____
For
_____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____ (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 _____ (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, DISTRICT requires the performance of _____; 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 and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the DISTRICT Board of Directors in accordance with the DISTRICT's procurement and purchasing procedures through a written Board Memo dated _____; 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 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 **"Exhibit A"** (hereinafter the "Scope of Work") attached and incorporated hereto. 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." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. 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").

1.2 TERM: This Agreement shall have an initial term of _____months commencing from the _____ and terminating _____ (hereinafter, the "Initial Term").

1.3 COMPENSATION AND COMPENSATION CONTROLS:

A. CONSULTANT shall perform and complete all of the services and tasks set forth in **"Exhibit A"** under the Scope of Work in accordance with the compensation schedule set forth in the Scope of Work under the heading "fee schedule" (hereinafter, the "Compensation Schedule"). As provided under the Compensation Schedule, CONSULTANT shall be paid a flat monthly fee of _____Dollars ($_____) per month.

B. As provided under the Compensation Schedule, CONSULTANT may receive reimbursement for certain pass-through costs and expenses approved by DISTRICT prior to being incurred provided that CONSULTANT's total aggregate reimbursements shall be capped _____ Dollars ($_____) for the entire term of this Agreement. All reimbursable cost shall require the prior written approval of the General Manager or Project Manager before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. DISTRICT shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

C. CONSULTANT further agrees that the total aggregate amount of compensation and reimbursements CONSULTANT received under this Agreement shall not exceed the sum of _____DOLLARS ($_____) (hereinafter, the "Contract Price"), unless any compensation or reimbursement in excess of the Contract Price is first approved by the DISTRICT acting

in consultation with the General Manager and the Project Manager. The Contract Price includes reimbursable pass-through costs identified in Section 1.3B, below.

1.4 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. CONSULTANT shall submit invoices to the following address:

Central Basin Municipal Water District
Attn: Project Manager
6252 Telegraph Road
Commerce, CA 90040

ix. DISTRICT's payment terms are NET 30 days after the receipt of invoice.

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, _____ (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 _____ 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:	**If to the CONSULTANT:**
Central Basin Municipal Water District	_____
6252 Telegraph Road	_____
Commerce, CA 90040	_____
Attn: _____	Attn: _____
Phone: (323) 201-____	Phone: _____
Fax: (323) 201-_____	Fax: _____
E-mail: _____	E-mail: _____

2.4 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and 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 reasonably satisfactory to the DISTRICT;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including 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 subcontractors 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 subcontractors 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, subcontractors 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 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 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, subcontractors 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, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor 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 governing or affecting 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, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, 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, subcontractors 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: 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 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.

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 3.2C 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; (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 of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) 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 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 the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the 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

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 such 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 CONSULATNT 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 and 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 Firm 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 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 shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01)

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: The Commercial General Liability and workers' compensation 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 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.

E. 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 approval of the DISTRICT

F. 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 are authorized to authorize 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 to failure to comply with the insurance requirements set forth under this Article

4.7 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) 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 of 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") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' 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 or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants 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 indemnity, 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 subcontractor 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 subcontractors 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 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 subcontractors and subconsultants 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 subcontractor or subconsultant 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 subconsultants), 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 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 any 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, limits, 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 6.16, 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 three counterparts in conformity with Section 6.16, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.
APPROVED:
DISTRICT
Central Basin Municipal Water District

By: _____ Date _____
General Manager
APPROVED AS TO FORM:

By: _____ Date _____
District General Legal Counsel
APPROVED:
CONSULTANT
_____
By: _____ Date _____
Title: _____

Central Basin Municipal Water District

EXHIBIT "D" SCOPE OF WORK/PROJECT TASK

Architectural and engineering services shall consist of all items of work necessary for development and verification of the building program, site modification planning, design development, the District development review, construction documents, plan submittal, construction bid documents, City of Commerce plan review and approval and construction administration for owner improvements of an approximately 7,728 square feet District Headquarters Building at 6801 E. Washington Blvd., Commerce, California 90040. Proposing entities should be aware that budget constraints may impact the final size or scale of owner improvements throughout the planning process. The selected architect will complete a conceptual and final building program subject to review and approval by the District.

The following list includes a brief description of the tasks for the Architectural Firm to perform including but not limited to:

- Complete Architectural design services focusing primarily on interior modifications with ancillary site work
- Site planning for the proposed Headquarters based upon the facility planning work accomplished to date.
- Parking level and site level improvements in discussion with the District landscaping program goals.
- Design Development
- Submittal of the District approved Design to the City of Commerce Planning Department for approval
- Management of all engineering and/or specialty consultants
- Mechanical Engineering, as needed
- Electrical Engineering, as needed
- Audio-visual consultant to design sound, video projection and other multi-media requirements
- Technology consultant responsible for the design, coordination and relocation of the District's existing back-up power generator.
- Signage consultant to design turnkey package for informational, directional, site, fire and life safety signage
- Structural Engineering including seismic analysis of existing facility
- Lighting consultant/engineer for interior and exterior site lighting
- Acoustical analysis to mitigate excessive site noise
- Energy conservation analysis
- Selection of interior (primarily) and possibly exterior materials, finishes and fixtures (subject to the District review/approval)
- Interior Design Services, layout and furniture recommendations. The District may explore acquisitions as part of this package or through alternative delivery mechanisms
- Cost Estimates are to be included throughout the design process including: Pre-Design, Schematic Design, Design Development, and Construction Document phases

- Design and Construction schedules are to be included with the Pre-Design, Schematic Design, Design Development and Construction Document phases

Detailed Task Breakdown

Architect shall describe the time schedule for each proposed task, and subtask. Indicate proposed work periods, milestones, and anticipated completion dates, as well as anticipated meeting periods.

The proposal shall show a lump sum cost estimate for each task identified. Break down tasks by hours and provide and hourly rate. In addition, sub-consultants should be identified in the scope of work. Provide cost estimate for each subtask by classifications, provide billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support functions. The cost estimate shall include provisions for all meetings and project coordination with the District and City of Commerce.

Task 1: Overall Project Management – Pre-Design

- Review draft building and site planning provided by the District.
- Obtain and review available property acquisition reports, maps and utility information.
- Conduct a field reconnaissance to assess existing conditions near project site.
- Confirm the existing underground and overhead utilities
- Develop a Project Team; set Team schedule; Members of the Project Team shall include the architect's project manager, sub-consultants, the District staff and District Engineer.
- Prepare Progress reports and supporting data. The report shall include accomplished tasks for the reporting period, anticipated progress for the next period, pending issues and schedule completion updates.
- In conjunction with the District, finalize the building and site space planning
- Provide a quality control plan in effect during the entire course of the project.
- Attend public meetings and prepare exhibits, as necessary
- Determine codes, standard, and LEED Certification, as applicable, for this renovation project
- Determine schedule and submittals
- Provide an initial construction cost estimate based on the building program and initials studies

Task 2: Schematic Building Design and Preliminary Site Design

- Evaluate site plan for the HQ with existing parking and landscaping and modifications
- Evaluate current site drainage and grading, address identified corrections, such as the existing North side drainage swale
- Generate initial elevations
- Generate initial floor plans based on the building program and initial cost analysis

- Analyze initial floor plans for LEED, efficiency and cost
- Analyze initial floor plans for accessibility and any fire and life safety concerns
- Generate key building sections
- Select structural systems materials framing plan and foundation plan
- Select mechanical systems
- Propose basic power plan and lighting plan for reconfiguration plan chosen
- Plumbing load
- Landscaping and irrigation plan
- Energy model review
- All design work shall be coordinated with the District and City of Commerce.
- Prepare floor plans and elevations for review and approval by the District (including furniture, and equipment)
- Complete necessary design and construction approvals for the project to the City of Commerce Planning Department. In addition, prepare and provide all necessary plan check copies required for development review.
- Coordinate with utilities for service modifications
- Provide and update construction estimate and schedule prior to starting the design development phases

Task 3: Design Development

- Ensure the design development addresses the comments from the City of Commerce Planning Department review
- Architect will assist the District with processing plans through the City of Commerce review process, including presentation and approvals by the City staff and the District Board of Directors.
- Develop plans including dimensions, colors, materials, details wall sections and specifications. In additions, select preliminary schedules including doors, windows, hardware, and finishes
- Develop signage package including all informational, directional, site, and fire and life safety signage.
- Develop mechanical systems including size ducts, locate runs, and identify equipment manufacturer and equipment size.
- Develop electrical power and data plan, lighting and fixtures plan; coordinate with utility companies and develop low voltage plans
- Prepare casework plans for significant architectural elements
- Prepare detailed furniture plans for all public, staff, meeting and support spaces
- Coordinate clearances and access to power and data at individual stations
- Provide isometrics indicating light level on horizontal surfaces for user and staff workstations
- Recommend plumbing fixtures sizes, pipe sizes and coordinate points of connections
- Identify acoustical areas of concern and propose mitigations

- Develop landscape and irrigations systems including complete plant selections, hardscape and components for irrigation system consistent with District goals for low water use and Xeriscape Demonstration.
- The design development plans for the Headquarters and site shall be submitted to the City Planning Department for development review and approval prior to the construction document phase.
- Maintain quality control checks
- Revise design schedule and construction cost estimate based on the Design Development plans
- Present the approved Design Development plans to District management and Board of Directors for review and approval

Task 4: Construction Documents and Plan Review

- Submit for District review, plans at 35%, 75%, and 90% completions phases of the design.
- Submit at all phases of the District review draft drawings, and draft specifications
- Submit at all phases of the District review, updated design schedule, construction schedule and estimated construction cost
- Submit 90% plan review to the City of Commerce Building department including all calculations for plan check review

Task 5: Construction Documents and Plan Check Submittal

- Deliver details, waterproofing, roofing, signage, plan check architectural drawing and complete construction specifications
- Submit for City of Commerce Building Department plan check as necessary
- Update the construction cost estimate and construction schedule.
- Maintain quality control program and checks

Task 6: Construction Documents (100% Completion)

- Finalize drawings and specifications for architectural and building systems.
- Make City of Commerce directed plan corrections
- Make final coordination of the bid documents utilizing the District standards and front-end documents, as applicable.
- Perform final quality control check
- Update the construction cost estimate and construction schedule
- Obtain City of Commerce building permits

Task 7: Construction Bidding Assistance

- Attend Pre-Bid conference
- Respond to Bidders questions
- Author addendums in response to bidder questions and/or design changes, as necessary.

Task 8: Construction Administration and Support

- Attend Pre-Construction Meeting
- Attend regular project site meeting sand conduct inspection visits
- Response to FRI's and review and approve submittals and shop drawings
- Review contractors request for construction change orders including cost estimating.
- Submit CCO requests to the District for considerations
- Review contractor's application for progress payments and recommend status to the District
- Complete construction punch list
- Prepare Record documents/ as-built plans as needed and provide to the District
- Perform project closeout

Task 9: Additional tasks to Consider

In addition to the tasks listed above, the Architect shall also conduct the following services:

- Meet with the District at least once per month to report on the progress of the design work. A brief written summary of these meetings shall be prepared by the Architect and submitted to the District for review.
- Provide electronic copies of all documents developed during the contracted period with the District. Drawings are to be submitted to the District in AutoCAD 2018 or earlier, and documents shall be prepared utilizing Microsoft programs, i.e., "Word," "Excel", and "PowerPoint".

The District expects the Architect to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the objectives set forth herein. The District seeks an Architect who is committed to providing high-quality work and service in a reasonable timeframe that meets all applicable, city, state, and federal regulations.

The District shall provide all relevant data in its possession that pertains to this project in support of the Architect's professional service. The District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Architect shall be responsible for evaluation of all information supplied by the District.

BASIS OF DESIGN DRAFT
BUILDING ASSESSMENT REPORT
for
CENTRAL BASIN MUNICIPAL WATER DISTRICT
OFFICE BUILDING

6801 East Washington Boulevard
Commerce, CA. 90040





Prepared by

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06.28.2023

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I. INTRODUCTION

Central Basin Municipal Water District was established in 1952 and provides imported and recycled water to retail water agencies, including cities, mutual water companies, investor-owned utilities and private companies serving nearly 2 million people in southeast Los Angeles.

SVA Architects, Inc. (SVA) has been tasked by Central Basin Municipal Water District (CBMWD) to prepare a Basis of Design Assessment Report of the existing building and site to provide a preliminary architectural and engineering assessment. Our design team visited the site on 6/20/23. The information provided herein is based on areas of the building that were visible and/or exposed during our observation. Any conditions concealed within walls or above ceilings that were not accessible are excluded from this report. All recommendations should be evaluated by the Owner to determine whether those items should be included in the project scope. In situations where recommendations are based on either building systems exceeding their useful life expectancy or complying with current 2022 California Building Code (CBC) requirements, these items shall be included in the "BASE SCOPE-Priority Elements" category. Other recommendations that do not fall in the "Priority" scope items may be classified as "ENHANCED SCOPE" items. "It is our understanding that the design intent of CBMWD is to provide an open office environment for it's staff and contracting consultants. SVA has provided three different Conceptual Plans in this BOD Report, all of which are approximately the same square footage as the existing building.

II. SITE AND BUILDING OBSERVATIONS AND RECOMMENDATIONS

A. PROJECT APPROACH – Early programming discussions with CBMWD have indicated that they would like to have any cost breakdowns for each of the proposed concepts to clearly identify costs directly tied to required building system improvements due to 20022 CBC Code requirements and/or necessary upgrades to building systems since those specific items have exceeded their useful life expectancy.

1. **BASE SCOPE Priority Elements** – All building and site components needed to comply with current code requirements and/or replacement of building systems that are beyond their intended useful life expectancy.

2. **ENHANCED SCOPE** – Building systems and or finishes not required by code or jurisdiction, but could be considered as "Additive Alternates" during the bidding phase or potentially a Phase 2 scope to be defined at a later date.

B. CIVIL OBSERVATIONS AND RECOMMENDATIONS

1.0 GENERAL PROJECT DESCRIPTION AND PURPOSE

1. The project site is located at the site of the existing Central Basin District building at 6801 East Washington Commerce, California – 90040. The site is bounded by East Acco Street to the north, Yates Avenue to the west, East Washington Blvd to the south, and FJ Smiths Sales parking lot and building to the east. The intended work is the renovation of the existing single-story

building to update and meet code compliant and ADA compliant. The Scope of Work Includes:

A. Site accessibility including ADA path of travel from the parking lot and public right of way to the entrance of the building and site amenities.
B. Research of existing wet utility systems on-site/off-site: storm water, domestic water, and sanitary sewer and assessment of new wet utilities.

2.0 CODES AND STANDARDS

1. California Building Code (CBC), Latest Edition
2. California Plumbing Code (CPC), Latest Edition
3. "Greenbook" Standard Plans, Latest Edition
4. Standard Specifications for Public Works Construction (SSPWC), Latest Edition

3.0 EXISTING CONDITIONS

1. Overall the existing site condition of this project is fairly good. The items below are items based off the site visit and "Risk Assessment Report" that will need to be repaired or be entirely removed for construction new improvements to meet ADA compliance and code compliant.

   A. Existing stair is in need of repair located in frontage of building facing E Washington Blvd.
   B. The existing condition of the site currently does not have an accessible path of travel from public right of way to existing building.
   C. There are a few wheel stops at the site that is in need of repair or be completely removed and install with new wheel stops.
   D. The ADA parking stalls are within the acceptable slopes for ADA compliance. No new work is required.
   E. Existing on-site ramp located north of the building and ADA path of travel from parking stall to existing building meets ADA compliance. No new work is required for the existing concrete ramp and the path of travel from ADA stall to existing building.

4.0 EXISTING UTILITIES

1. This section discusses all existing main wet utilities on East Washington on the south and Yates Avenue on the west fronting the project site. This includes the following: water, sanitary sewer, and storm water. There are currently no As-built or record drawings of existing utilities that shows the existing pipe size, pipe material, and layout of existing utilities that run above, on the sides, and under the project site. Per the exhibit, C100, shows the existing sewer and storm drain mains based off of research from LA County GIS map and site visit. This may not be an accurate depiction of the actual condition. It is recommended that the Owner hires a utility surveyor to map

out all the existing wet utilities' pipe size, location and layout within the project's site.

A. Water Main & Water Service

i. The water purveyor for this development area is the California Water Service.

ii. Pending as-built information from California Water Service for size, location, and layout of existing water main servicing the project site.

iii. The project site currently has one 1-1/2" existing domestic water lateral and water meter servicing the site. The site is missing an existing domestic water backflow preventer.

B. Sanitary Sewer Main

i. The sanitary sewer purveyor for this development area is the Consolidated Sewer Maintenance Works.

ii. Pending as-built information from Consolidated Sewer Maintenance Works for size, location, and layout of existing water main servicing the project site.

iii. See Exhibit C100 for reference of existing sanitary sewer utilities.

iv. It is recommended that the Owner hires a utility surveyor to determine the existing pipe size, pipe material, location and layout of the existing sewer line.

C. Storm Drain Main

i. There are two existing downspout location of the roof runoff at building located west of the project site facing Yates Avenue.

ii. An adequate number of roof drains will need to be added to the existing (or proposed) roof to accommodate proper roof drainage. Proper connections in to the site storm drainage will need to be attained.

5.0 GRADING AND DRAINAGE

1. Currently the site does not have an ADA path of travel from the public right of way to the existing building. An accessible path of travel from the public right of way to the existing site will need to be addressed for this project. It is proposed that a new concrete ramp shall be constructed on East Washington Boulevard to tie into the existing stairs landing to provide ADA path of travel from the public right of way to existing building. Below are the requirements for all ADA path of travel.

A. Grading of the project site to join with the adjacent existing conditions and elevations, providing transitions when required. All grading shall conform to the Accessibility Requirements given by the California Building Code (CBC). Accessible paths shall be provided from ADA parking stalls and public right of way to the site designated path of travel.
B. The area of designated path of travel located within the new construction will be graded to be ADA compliant, adhering to the Americans with Disabilities Act (ADA) and California Building Code (CDC):
    i. Cross Slope will be less than 2%, but will be graded for a maximum of 1.8% due to construction tolerance.
    ii. Directional Slope will be less than 5%, but will be graded for a maximum of 4.8% due to construction tolerance.
    iii. If required, ramp slope will be less than 8.33%, but will be graded for a maximum of 7.8% due to construction tolerance. All ramp landings shall be sized per CBC requirements and shall have grades of 2% in all directions, but will be graded to a maximum of 1.8% in all directions to account for construction tolerances.
C. Grading shall be designed to facilitate staking and construction, plane grades shall be uniform to avoid warped surfaces and grade changes minimized.
D. All areas shall be graded for drainage. Walks, stairways, ramps, and other surfaces will slope away from buildings.
E. Planes shall be sloped for drainage, typically between 1% and 1.8%, with 1.5% considered optimum.
F. Entrance walks and ramps shall be designed to minimize potential non-compliant as-built conditions. If the space allows, slopes will be reduced as much as possible, or grading will be designed to avoid the need for ramps.
G. Door landings, and similar areas shall be graded between 0.5% to 1.8% maximum slopes. Planes shall be shaped to accommodate tables and benches.
H. The vertical change in level shall be ¼" high maximum without edge treatment. The change in level between ¼" high minimum and ½" high maximum shall be beveled with a slope not steeper than 1:2 per latest CBC requirements.
I. Surface Drainage:
    i. Sheet flow shall be directed from paved areas into planted areas or catch basins.
    ii. Roof downspouts shall be hard piped to the main storm drain system or curb drains.
    iii. Flow lines shall be located to avoid concentration in pedestrian walks.
    iv. Flow lines shall be located to avoid tree wells and other objects that might obstruct drainage flow and cause ponding.

1. Drainage from planting areas across paved areas shall be avoided.

2. Drainage over public sidewalks shall be avoided. Concentrated flow over driveways and pedestrian walkways shall be avoided.

6.0 PROPOSED SITE UTILITY

1. Domestic Water and Fire Water

   A. Based on the project's renovations of the new building, it is anticipated that a new 4" domestic water service connection shall be provided to service the proposed development area. Design Team to determine the actual size of the domestic water point of connection based off of renovated existing building programming needs.

   B. A new domestic water meter shall be provided at the connection as well as a reduced pressure backflow preventer. Devices shall be designed and installed in an above ground, compact, low profile and serviceable valve station. Provide concrete pad for the proposed reduced pressure backflow preventer and include concrete encasement for all metal pipes buried in the ground.

   C. It was determined that the existing building will not be fire sprinklered; therefore no DCDA backflow preventer or fire service lateral is required for this project. There is an existing offsite fire hydrant that will service the project to fight the fire located on East Washington Avenue. See exhibit C100 for location of fire hydrant.

   D. New meter locations and service connections shall be indicated on the design drawings and Design Team shall coordinate and pull necessary permits with local water purveyor.

      i. Design Build Entity shall obtain approval and pull any necessary permits for all new water services.

      ii. Backflow preventer device location and model number shall be per water purveyor requirements.

2. Sanitary Sewer

   A. Based on the projected renovation to the existing building, it is anticipated that a new 6" sanitary sewer line shall be provided on Yates Avenue to service the sewer demand for the renovated building. Team shall determine the actual size of the proposed sanitary sewer point of connection based off of proposed building requirements. The proposed sanitary sewer system shall be designed per code and the team shall coordinate and pull necessary permits with the sewer purveyor for the proposed sewer connection.

      i. Design Build Entity shall obtain approval and pull any necessary permits for all new sanitary sewer connections.

3. Storm drain

   A. There was mention of existing storm drain downspout possibly clogging in the interior building causing leakage. Further investigation is required to determine the root issue of the downspouts leaking inside the building during rain event. May be required to remove the existing storm drain pipe and replace with new storm drain line to tie into the existing storm drain system on Yates Avenue.

      i. All roof drains shall either be hard-piped to the proposed underground storm drain system or shall splash to grade and sheet flow to a drainage inlet. No concentrated storm water runoff shall be discharged across an ADA path of travel.

      ii. Cleanouts installed in yard boxes at maximum spacing of 100 feet in straight runs and at each aggregate change of direction exceeding 135 degrees.

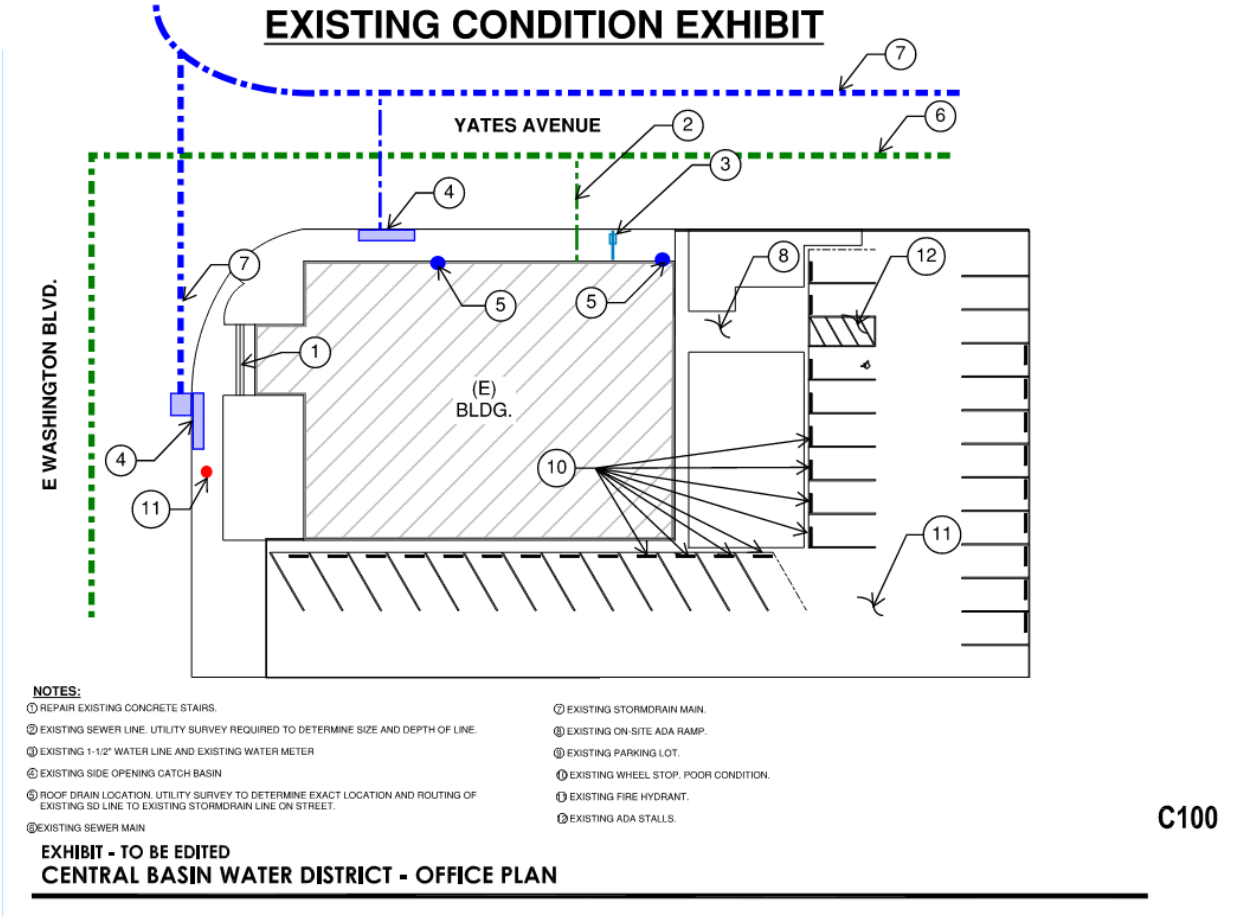


EXHIBIT A-1

C. ARCHITECTURAL OBSERVATIONS AND RECOMMENDATIONS

1. Site Parking – The parcel where the office building is placed has thirty (30) total parking stalls which serve the office building. Two (2) of these stalls are designated as accessible parking stalls, but do not comply with current ADA requirements. Another consideration is whether the City of Commerce would require installing the electrical conduit for a new EV charging station. Section A5.106.5.1 of the Cal Green Code requires 10% of all designated parking spaces to be for low-emitting, fuel efficient and carpool/vanpool vehicles. With thirty (30) stalls designated, this would equal three (3) new EV charging stations to be installed. Some jurisdictions only require the Electric Vehicle Charging Space (EV Space) which is intended for future installation of EV charging equipment.

2. Building Architecture – There are no as-built drawings of the original construction that are available for referencing. It is our understanding that the building was constructed anywhere from as early as 1960 to as late as 1976. The one-story building perimeter walls are constructed of brick masonry with interior framing of wood framing (Construction Type V); aluminum windows with single glazing; and a modified bitumen roofing system (asphaltic BUR). The existing roof may have several years of useful life remaining. However, with new mechanical equipment being proposed and water stains in the ceilings below, it is recommended to have a total roof replacement. The roof also has an inadequate number of existing roof drains (2 total) and will require additional roof drains to properly drain all storm water. The perimeter parapets only extend from 2”-10” above the finish roof. Current codes require the roof parapets to extend at least 30” above the finish roof for safety purposes. Most of the interior finishes are dated and beyond their useful life expectancy. SVA recommends replacing not just interior finishes but all of the existing windows with dual glazed windows with Solar Heat Gain Coefficient (SHGC) ratings that would comply with the required California Title 24 Energy Code requirements. Some locations of the building perimeter with windows would need to be removed permanently to allow for adding exterior shear walls and/or strengthening that is currently not present. ***Refer to Section II.E – Structural Observations*** for additional information. One consideration for addressing fewer exterior windows would be to add translucent skylights in critical locations to allow for additional daylight in the building. This would also be a benefit for pursuing LEED certification, should CBMWD decide to pursue that as an option. Refer to Section The Title 24 Energy Code would also initiate adding insulation to exterior wall cavities and/or insulation battens in the attic spaces since the entire building envelope is required to provide an energy efficient and sustainable building envelope. All of the building exterior and interior improvements would be addressed under the Primary Scope of Work

   SVA strongly recommends that the Owner hire an environmental consultant to perform testing of all materials to determine if they may exceed allowable levels of asbestos, lead and/or mold in the interior and exterior finishes. The findings by a professional environmental consultant will determine the extent of necessary demolition within the building.

3. Interior Office Layout – The existing building has approximately office spaces, conference rooms and other support spaces are all dated and some locations

have visible signs of water damage. The existing restrooms, exit doors placement of some interior walls do not conform to current 2021 CBC code requirements for energy compliance (2022 CBC Title 24), Americans with Disability Act (ADA, 2022 CBC Chapter 11) and other code requirements. Because the CBMWD wants to provide a more open office environment, our recommendation is to demolish all interior walls and provide an entirely new floor plan as part of a major tenant improvement project (***see Conceptual Plan A102 and Coceptual Plan A103***. ***Conceptual Plan A104*** includes an entirely new building of approximately the same size as the current building due to the lack of seismic design that was observed. All new windows would have appropriate Sound Transmittance Class (STC) per ***Section II.D – Acoustic Observations.***

As identified above for the building exterior, SVA strongly recommends that the Owner hire an environmental consultant to perform testing of all materials to determine if they may exceed allowable levels of asbestos, lead and/or mold in the interior and exterior finishes.

4. Proposed Building Program shall include:

• **Secured Entrance Vestibule**	**200-230 SF**
• **Entrance Lobby with CBMWD historic displays**	**300-380 SF**
• **Small Conference Room for 6 people**	**120-140 SF**
• **Board Room (12 Board members, 40 visitors)**	**1,700-2.000 SF**
• **Closed Session Meeting Room (12-15 people)**	**270-300 SF**
• **Community Room (for up to 30 people)**	**800-1,000 SF**
• **Public Restrooms (Men, Women, All-Gender)**	**320-380 SF**
• **Hosted Data Center**	**380-420 SF**
• **Open Office area (excluding private offices)**	**1,200-1,300 SF**
• **Seven (7) Private offices**	**1,000-1,100 SF**
• **Staff Restrooms (Men's and Women's)**	**380-400 SF**
• **Staff Break Room with non-commercial kitchen**	**300-320 SF**
• **Storage rooms, corridors and non-occupied spaces**	**520-520 SF**
TOTAL PROGRAM AREA	**7,490-8,490 SF**

5. Accessibility Improvements – Accessibility improvements are required under the Federal American's with Disability Act (ADA) and 2022 CBC Chapter 11 Accessibility requirements. The extent of the required ADA scope includes both site upgrades as well as interior improvements. These would include, but may not be limited to the following:
   a. Providing an accessible path of travel from the public right of way (side walk) up to the front entrance of the building. Currently there is only an existing side walk along Washington Boulevard and no sidewalk along Yates Avenue on the west side of the site.
   b. Accessible parking stalls need to have adequate signage (some is missing) and all parking and path areas must not exceed 2% cross slope and / or 5% directional slope. Areas that exceed 5% up to 8.33% would need to have handrails. A licensed surveyor would need to be hired by the CBMWD to survey the entire site to establish finish grades.
   c. Accessible site directional signage along the path of travel. No such signage exists on the site.

d. Exit doors shall all be 36” minimum (with 32” clear). Some of the existing exit doors are less than 36” and need to be replaced to comply.
e. Office and all other occupied rooms shall have 36” minimum doors (32” minimum clear). Most current conditions do not comply with this requirement.
f. Fixed cabinetry shall have counter heights not exceeding 33” and allow for wheelchair access under the lavatories. The current casework does not comply and would need to be demolished.
g. Restroom plumbing fixtures and stalls shall all be placed to accommodate all ADA clearances and/or heights. The existing fixtures do not comply with the current Plumbing Code (2022 CPC) or the California Green Building Code (2022 Cal Green) and would need to be replaced to comply.
h. Restroom toilet accessories (including grab bars) would need to be mounted at required heights and clearances. Nearly all existing accessories are either non-compliant or mounted at insufficient heights.
i. Interior and exterior signage needs to include braille and must be mounted at required heights. None of the existing signage complies and would need to be replaced.
j. Existing fire alarm system is not ADA compliant. All fire alarm strobes are required to have audio (horn) and visual (strobe) features to comply. Because we are proposing to completely gut the interior, a new fire alarm system will be proposed.

D. ACOUSTIC OBSERVATIONS AND RECOMMENDATIONS

This acoustic observation and design recommendation Report for the Central Basin Municipal Water District Office Renovation Project (CBMWD) is prepared based on our site walkthrough of 06/20/23, and our review of the proposed space layout plans provided by SVA based on the clients programming requirements.

This Acoustic report provides the sound isolation evaluation of the Project existing building with respect to the exterior noise environment and presents acoustical design criteria for the building interior and exterior sound isolations, the room acoustics, and the building services noise and vibration control.

1.0 ARCHITECTURAL ACOUSTICS

1.1 Room Finishes - The type of room finishes selected is the primary determinant of the room acoustics quality, i.e., how lively, or dead a space sound. In spaces such as the Board Room, where a high degree of speech communication is desired, the room finishes must be selected to maximize ease of speech/ communication between occupants. ***TABLE 1 (below) provides recommended room finishes schedule***

Interior Spaces	FINISH SCHEDULE		
	Wall	**Ceiling**	**Floor**
Board Room	Acoustical Panels (Upper portion of wall area, panel coverage sft TBD) **Assumed 2" thick fabric wrapped panels**	Suspended Acoustical Ceiling Tiles, Acoustical ceiling Clouds, or Acoustical Ceiling Baffles **Acoustical Property: 0.75 minimum**	Carpet Tiles
Community Room	N/A	Suspended Acoustical Ceiling Tiles, Acoustical ceiling Clouds, or Acoustical Ceiling Baffles **Acoustical Property: 0.75 minimum**	Carpet Tiles
Small Conference Room	N/A	Suspended Acoustical Ceiling Tiles **Acoustical Property: 0.75 minimum**	Carpet Tiles
Private Offices	N/A	Suspended Acoustical Ceiling Tiles **Acoustical Property: 0.75 minimum**	Carpet Tiles
Open Plan Offices	N/A	Suspended Acoustical Ceiling Tiles, Acoustical ceiling Clouds, or Acoustical Ceiling Baffles **Acoustical Property: 0.75 minimum**	N/A
Public Area (Corridor)	N/A	Suspended Acoustical Ceiling Tiles **Acoustical Property: 0.75 minimum**	N/A

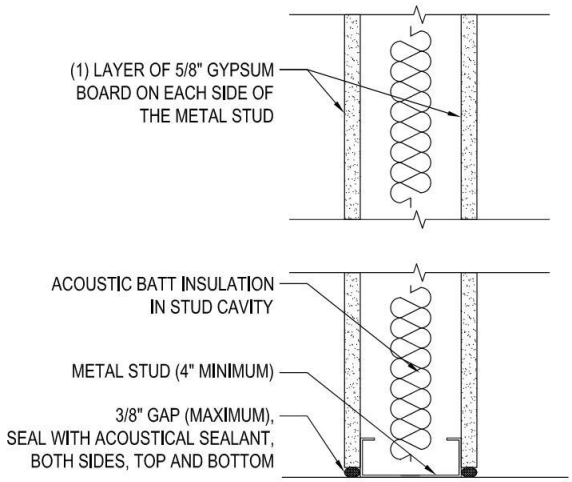
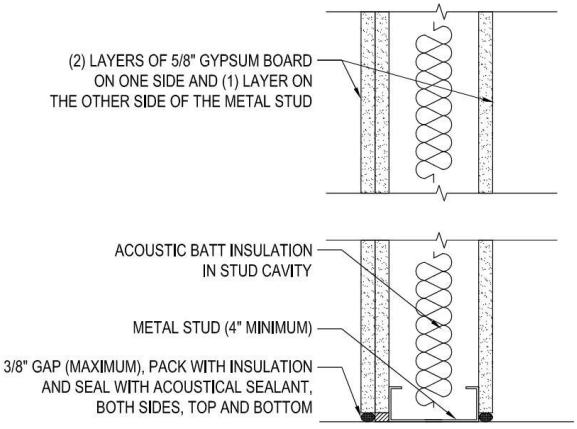
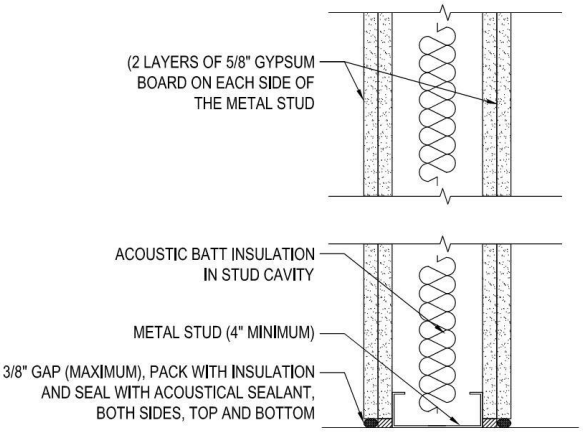
TABLE 1 – RECOMMENDED ROOM FINISHES

1.2 Internal Sound Insulation

The project minimum interior sound isolation, STC Ratings, are depicted on the project Conceptual Plan drawing (Plan #1). ***Refer to TABLE 2A and 2B below.***

Sound reduction performance of conventional walls, doors, and floor/ceiling construction assemblies is described in terms of a criterion commonly referred to as Sound Transmission Class (STC). In addition to the acoustical privacy requirement, higher STC rating walls, doors, and floor/ ceiling assemblies are used to contain the building mechanical/electrical system and provide acoustical insulation between adjoining spaces.

Recommended construction details of typical STC rated wall assemblies are shown below. Metal studs, minimum 3-5/8", are assumed to be of a heavy gauge (20 gauge and higher) and are placed maximum 16" on center.

STC 40 Metal studs with a single layer of 5/8-inch thick gypsum board and fiberglass sound insulation blanket in the wall cavity. The gypsum board panels should be constructed from slab to slab. The gap between the gypsum board and slab should be filled with non-hardening acoustical sealant. *Where this wall is constructed between rooms with full acoustical ceiling tiles the wall gypsum boards panels could terminate at 6" above ceiling line.* **Wall Thickness Minimum 4-7/8".**	 STC 40
STC 45 Metal studs with three layers of 5/8-inch thick gypsum board (two and one) and fiberglass sound insulation blanket in the wall cavity. The gypsum board panels should be constructed from slab to slab. The gap between the gypsum board and slab should be filled with non-hardening acoustical sealant. *One layer of wall gypsum board to extend to below roof deck.* **Wall Thickness Minimum 5-1/2"**	 STC 45
TABLE 2A – STC DESIGN PARAMETERS	
STC 50 Metal Studs with four layers of 5/8-inch thick gypsum boards (two on each side of stud). The gypsum board panels should be constructed from slab to slab. The gap between the gypsum board and slab should be filled with non-hardening acoustical sealant. *One gypsum board panel on each side of the stud extends to below roof deck.* **Wall Thickness Minimum 6-1/2"**	 STC 50

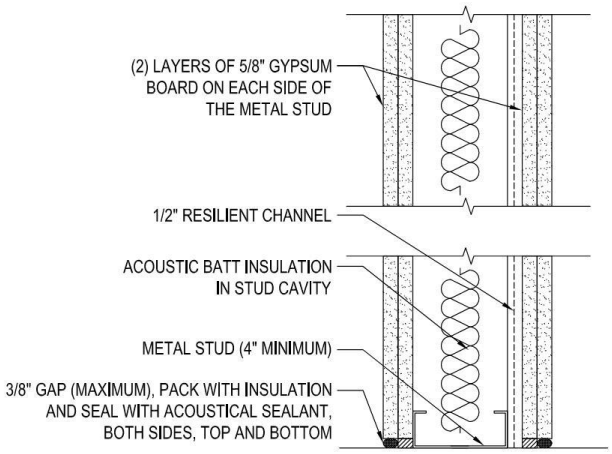
STC 55 Metal Studs with four layers of 5/8-inch thick gypsum boards (two on each side of stud) with resilient channel on one side. The gypsum board panels should be constructed from slab to slab. The gap between the gypsum board and slab should be filled with non-hardening acoustical sealant. *One gypsum board panel on each side of the stud extends to below roof deck.* **Wall Thickness Minimum 7"**	 STC 55

TABLE 2B – STC DESIGN PARAMETERS

1.3 External Sound Isolation

The project-site current exterior ambient noise levels were measured on 06/20/23. Existing ambient noise levels vary from 75 A-weighted Decibels (dBA) measured outside of, and adjacent to, the Project building south façade; facing the Washington Boulevard, to 65 dBA recorded near the Project building east facade.

Current road-traffic volume on the nearby Washington Boulevard includes a significant volume of truck traffic. Traffic noise from Washington Boulevard trucks passing by the Project site reached up to 91dBA. Details of the noise measurements are shown on Project Conceptual Plan #1, identified as Figure 1, placed in the Appendix. Minimum sound isolation ratings (STC ratings) for the new exterior windows is calculated, and are provided on Figure 1.

2.0 BUILDING SERVICES

2.1 Mechanical HVAC and Air Duct Distribution System Uncontrolled levels of continuous noise, such as that generated by the operating of mechanical services, can interfere with speech communication and cause annoyance inside the building and exterior to the building. The Project design Noise criteria (NC levels) have been established for each type of interior space and is presented in Table 2 (below).

Occupied Space	Design Noise Criteria (NC)
Board Room	30
Community Room	35
Private Offices / Small Conference Room	35
Open Plan Offices	40

TABLE 3 – HVAC NOISE CRITERIA

2.2 Design Recommendations: The following conceptual design recommendation provides guidelines on limiting noise and vibration from Project HVAC systems.

1. New mechanical equipment location- Avoid placing the new rooftop mechanical HVAC equipment (i.e., rooftop AHUs) directly above the Board Room and the Community Room. Place the new rooftop equipment over non-acoustically sensitive spaces such as restrooms and/or data center room.
2. Allow for sound and vibration isolations equipment housekeeping pads/ curb/ etc. for the rooftop equipment.
3. Project mechanical HAVC design scheme shall incorporate, as required, sound traps (duct silencers), in all the supply and return air systems serving occupied areas.
4. The new roof-mounted Air Handling Units (AHUs) shall be fitted with appropriate vibration isolations, as required to meet Project Noise Criteria (NC levels provided on Table 2, above).
5. Table 3 presents the recommended maximum air velocity (fpm) for Project air-duct distributions. In addition to the duct airflow velocity, an aerodynamically efficient ductwork design shall be employed following the applicable guidelines provided by HVAC industry and SM

Primary Ductwork	Maximum Air Velocity (fpm)	
Located within airshaft	1500	
Secondary Ductwork	**Maximum Air Velocity (fpm)**	
NC	**Branch Duct**	**Final Runout**
30	1,100	550
35	1,300	650
40	1,500	750

TABLE 4 – RECOMMENDED AIR VELOCITY FOR DUCTWORK

2.3 Duct Noise Breakout – duct penetrations through the building roof constructions shall be routed through the non-noise-sensitive spaces (such as corridor, data center and the storage rooms). Where ducts must be routed

through noise sensitive areas, like the Project Board Room, wrapping the ducts with a noise attenuation blanket or placing them above hard-lid ceiling systems such as gypsum board shall be considered. Ducts penetrating through roof deck or an STC rated interior walls structures shall be acoustically treated.

E. Structural Observations and Recommendations

1. Structural Observation
   Structural system consists of wood framed roof with brick wall building. As-built drawing is not available so the structural system described is based on visual observation for the area where are readily accessible. The wood roof framed roof consists with a plywood roof sheathing over 2x6 sub-purlins at 24 inches on center which are supported by 4x Purlins spaced at 8 feet on center (Typical Panelized roof system). The purlins are supported by two lines of Tapered Steel Girders, which are supported by steel columns in the middle span. The exterior walls are made of 3 wythes brick walls. The strength and reinforcement of the brick walls are unknown. As-built structural drawings are not available. The lateral load resisting systems in the transverse direction appears to be

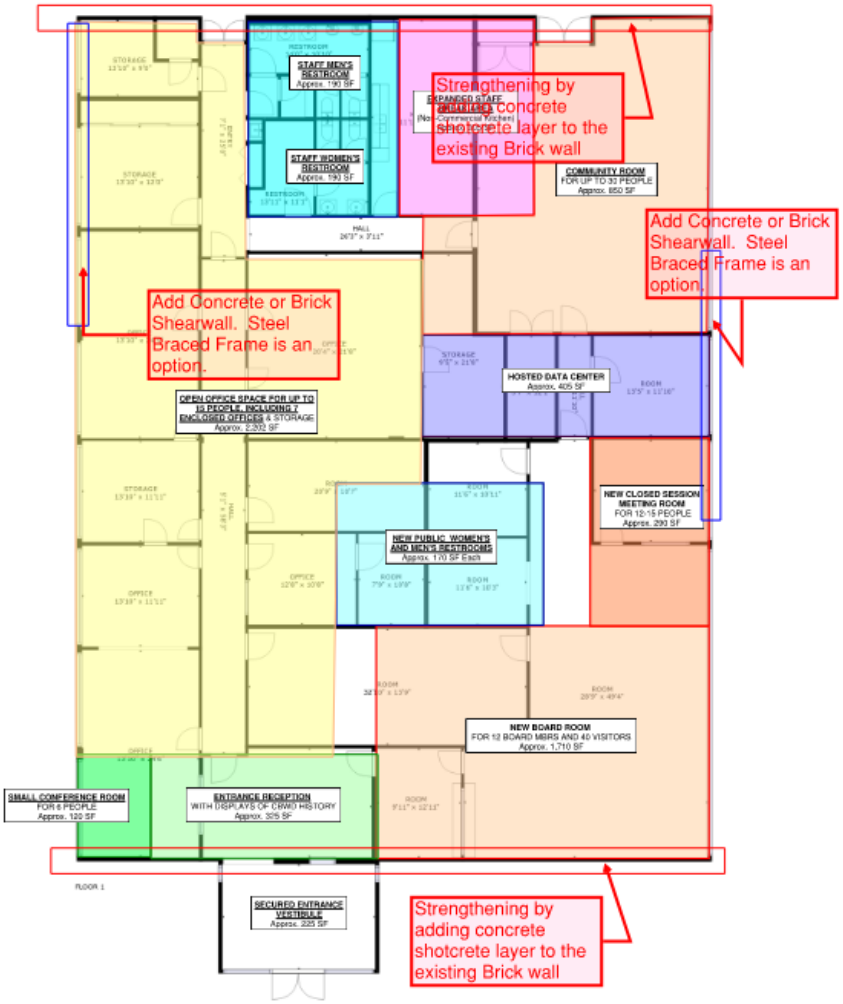
2. Observed Deficiencies
   1. North and South Walls (Brick construction) – Lateral load resisting capacity:
      i. The existing 3 wythes brick wall as a shear wall capacity is unknown but most probably it needs strengthening due to the time of original construction.
   2. West and East Walls – Lateral load resisting system
      i. There is no lateral load resisting element other than steel posts which cannot be considered as lateral load resisting element.
      ii. Lack of lateral bracing (Out of Plane) at the lower part of Brick lintel
   3. Wall ties at the roof elevation
      i. There is no wall tie element which is critical structural elements to prevent wall falling during strong earthquake motion.
   4. Plywood Roof Diaphragm and Structs
      i. The roof diaphragm nailing appears to be insufficient
      ii. Lack of seismic load carrying struts.
3. Recommendations
   It is our opinion that the existing building needs seismic retrofit complying to the current building code. The Seismic Retrofit scheme could be done in two phases. 1) Test the existing structural element and 2) Seismic Rehabilitation Design according to the Tested Structural element value.

   a. <u>The following elements need to be tested</u>.
      1. Test the existing Brick Walls – Destructive test
         i. Brick Shear Test (At least 6 locations)
         ii. Reinforcement Test (At least 6 locations)
      2. Test the existing foundation concrete – Destructive testing
         i. Core break – Concrete compressive tests (minimum 4 locations)
         ii. Reinforcement test (minimum 4 locations)

b. Testing protocol
   1. All testing shall be performed by a City-Approved testing laboratory
   2. The following elements need to be visually observed
      i. Roof plywood diaphragm nailing. Once the existing roofing is removed, the Structural Engineer of Record could observe the existing nailing pattern.

4. Seismic Rehabilitation Options.
   a. North and South Walls:

      1. If the testing of the brick wall shows the existing shear capacity does not comply with current building code (or not meeting ASCE 41), add a reinforced concrete shotcrete either inside or out side of the North and South Walls. See Pic. 1 and Pic. 2. Picture 4 for the Shotcrete detail.



GROSS INTERNAL AREA
EXHIBIT E-1

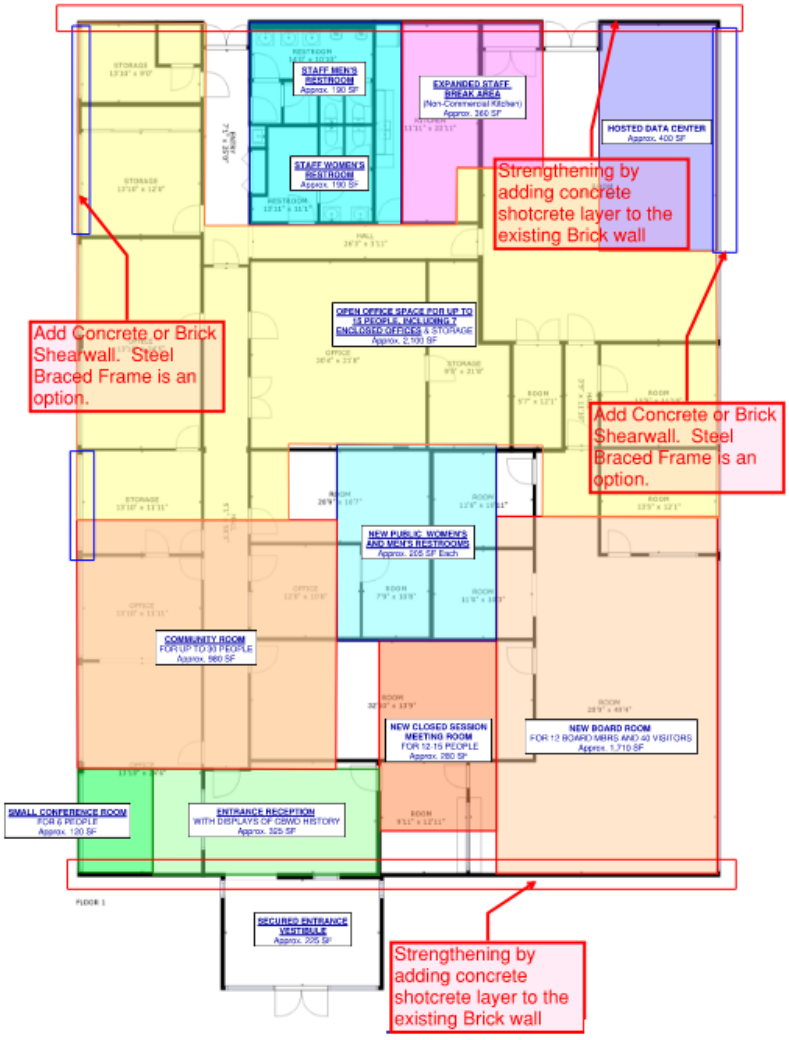


EXHIBIT E-2

b. East and West Walls

1. The new concrete or brick shear walls need to be added at the strategic locations. The location will be coordinate with the Architectural plan. The currently suggested locations are shown on Pic. 1 and 2. - Option 1 (Picture 1) and Option 2 (***Refer to EXHIBIT E-2***).

2. New seismic bracing should be added ***per EXHIBIT E-3***

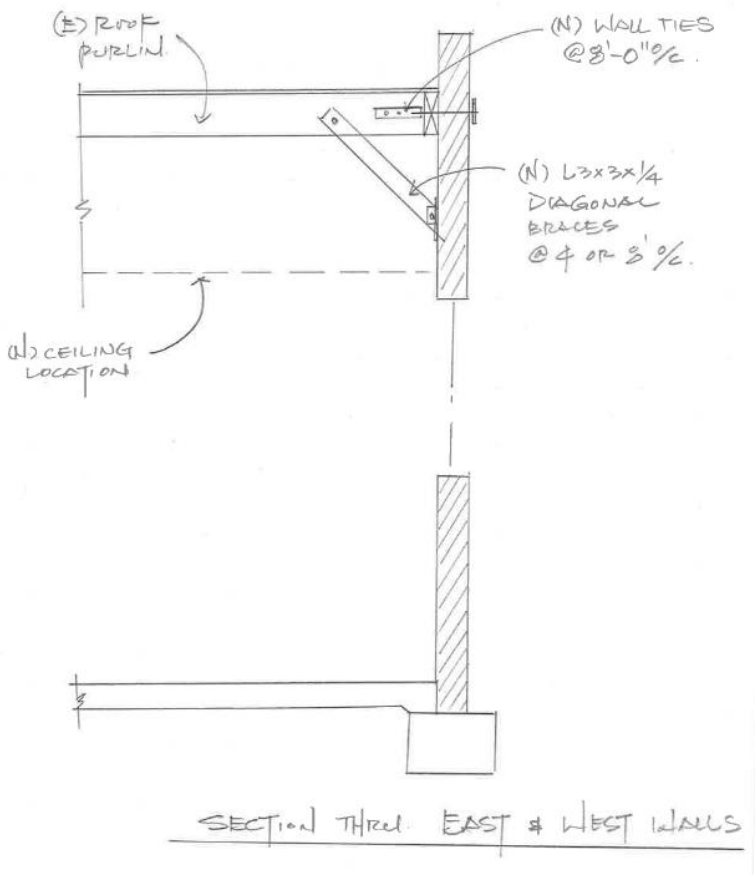


EXHIBIT E-3

c. Wall Ties
   1. New wall ties should be added underside of the roof frames, typically 4 feet and 8 feet on center depending of the framing direction. See Pic. 3 for East & West Walls and ***EXHIBIT E-4*** for North and South Walls.

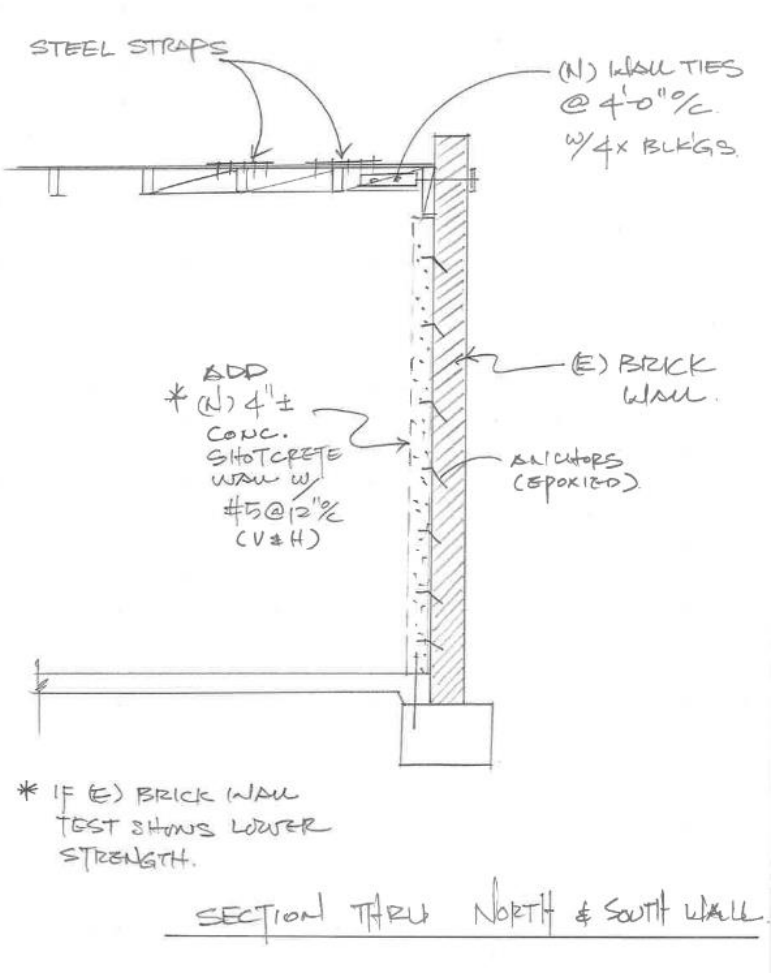


EXHIBIT E-4

d. Plywood Roof Diaphragm and Structs
New nailing on the roof may be required. The amount of nailing will be determined in the later phase of design. Struct also needed to be added. See ***EXHIBIT E-4***

5. Structural Basis of Design

a. All Design work will be performed in accordance with the following regulations and building codes. The building codes to be followed include:

ii. 2022 California Building Codes (Title 24)
iii. 2022 California Existing Building Codes
iv. ASCE 41-17
v. ASCE 7-16
vi. ACI 318-14
vii. AWC NDS 2018 and AWC SDPWS 2015

2. Design basis
    i. Provide all modernization items to meet current code requirements.

3. Design Loads
    i. Dead and Live Loads
        1. Roof
        2. DL: Weight of construction materials
        3. LL: 20 psf

4. Wind Loads: Per Building Codes (Basic wind speed, V = 101 MPH)
5. Seismic Loads:
    i. Soils report typically provides seismic design parameters.
    ii. Seismic Design Parameters
        1. Site class: TBD
        2. Risk Category: TBD
        3. Seismic Design Category: TBD
        4. SS, Design Spectral Response at Short Period(0.2 Second) : TBD
        5. S1, Design Spectral Response at 1 Second Period Sd1 : TBD
        6. SDS, Numeric seismic design value at 0.2 second : TBD
        7. SD1, Numeric seismic design value at 1.0 second : TBD

6. Soils Report:
    i. It is assumed that a soils report will be provided for this project. Just in case, if not provided, assume worst case soils conditions per CBC Table 1806A.2
    ii. Allowable Bearing Pressure = 1500 psf
    iii. Allowable Passive Pressure = 100 psf/ft
    iv. Allowable Friction = 0.25

7. Materials
    i. Plywood: Sheathing (1/2" Wall Struct. 1 Sheathing)
    ii. Wood framing:
        1. Roof Joist: Sawn Lumber DF #1
    iii. Brick Wall: Assumed 1500 psi
    iv. Reinforcing Steel: ASTM A615 Grade 40 (Assumed)
    v. Concrete: Specified Strength f'c = 3,000psi (Assumed)

8. Testing and Inspection shall be per CBC Chapter 17.

F. Mechanical Observations and Recommendations

1. GENERAL

During a site visit on June 6, 2023, existing conditions for the mechanical systems were observed. The building HVAC system, including but not limited to air conditioning units, ductwork, etc. appeared to be part of the original installation. Considering the extent of the building renovation, as well as the age and condition of the system, it is recommended that the entire building HVAC system be removed and replaced with new. Below is a description of the recommended HVAC system; this is applicable to a tenant improvement scenario and a new building scenario.

The purpose of the basis of design is to provide the proposed description of the mechanical systems that will serve the new Student Services Building. The design shall adhere to the following codes and standards.

2. APPLICABLE CODES, STANDARDS & GUIDELINES

a. 2022 California Mechanical Code

b. 2022 California Energy Code (Title 24)

c. 2022 California Building Code

d. ASHRAE – American Society of Heating, Refrigeration, & Air-Conditioning Engineers.

e. ANSI – American National Standards Institute.

3. DESIGN CONDITIONS:

a. The HVAC systems design shall be based on the following outdoor climatic factors:

b. Climate Zone: 8

c. Outdoor air conditions shall be California Energy Code 0.5% cooling dry bulb/mean coincident wet bulb with 0.2% heating conditions:

	Summer			Winter	
	Criteria	**Dry Bulb**	**Wet Bulb Mean Coincident**	**Criteria**	**Dry Bulb**
CA Energy Code (Commerce, CA)	0.5%	92 °F	68.0 °F	0.2 %	37.0 °F

d. Indoor Space Conditions

Space Type	Occupied		Unoccupied	
	Summer	**Winter**	**Summer**	**Winter**
Offices / Open Work Areas	74ºF	70ºF	85ºF	60ºF
Conference Rooms	74ºF	70ºF	85ºF	60ºF
Community/Board Room	74ºF	70ºF	85ºF	60ºF
Workrooms / Breakrooms / Kitchens / Pantrys	75ºF	70ºF	85ºF	60ºF
Lobby / Reception / Corridors	75ºF	70ºF	85ºF	60ºF
Support Areas (Storage, File Rooms, Restrooms, Janitors)	78ºF	70ºF	85ºF	60ºF
IDF / Server Rooms	70 – 74 ºF	70 – 74 ºF	70 – 74 ºF	

4. LOADS

a. In general, and at a minimum, the following lighting and equipment loads shall be included in the design of the air conditioning system.

b. Receptacles: 0.5 watts/sq. ft.

c. Equipment: For any specialty areas, actual heating load shall be verified with the Design Build team.

i. Office General Lights: minimum 1.0 watts/sq. ft.

5. VENTILATION

a. Outside air ventilation rates for outdoor air intake flow rate for occupied spaces shall be designed according to the 2022 CMC, Chapter 4, and ASHRAE Standard 62.1-2022.

b. Exhaust airflow rate for occupancy space shall be designed according to the 2022 CMC, Chapter 4, Table 403.7.

6. HVAC SYSTEM DESCRIPTION:

a. Air conditioning shall be provided with Single Zone package rooftop heat pump air conditioning units.

b. A package unit shall be provided for each major thermal zone within the building.

ii. Each unit shall be provided with either variable speed compressors or multiple compressors, low sound condenser fan system, multi-speed supply fan, 100% differential dry-bulb lockout economizer and modulating power exhaust, CO_2 sensor, supply air smoke detector, and 2-inch thick MERV13 filters.

iii. Units shall be installed on a full-perimeter non-isolated roof curb.

iv. Air conditioning units shall be provided with a standalone Title 24 compliant thermostat. The thermostat shall be capable of executing Demand Control Ventilation, where required.

v. Units shall have an operating efficiency above the minimum prescriptive standard as required by Title 24.

vi. Package rooftop units shall be manufactured by Trane.

vii. Air Distribution

i. All areas shall use overhead supply diffusers and/or grilles mounted in the

ceiling or walls. Ceiling mounted supply air grilles shall modular core type. Return/exhaust grilles shall be bar type. Air distribution will be coordinated with the project acoustical consultant and selected to provide the best performance with minimal noise.

ii. Exposed-to-structure areas shall have supply and return registers mounted on the ductwork.

iii. Maximum diffuser velocities shall be coordinated with the project acoustical consultant.

iv. Air distribution devices shall be manufactured by Price or approved equivalent.

7. EXHAUST SYSTEMS

a. General exhaust fans shall be roof mounted, low-speed, low noise, direct drive, with variable speed motor and speed controller.

b. Roof mounted exhaust fans shall be provided with a pre-pitched roof curb and backdraft damper.

c. An appropriate control device shall be provided for each exhaust fan.

d. Exhaust fans shall be manufactured by Greenheck or approved equivalent.

8. DEDICATED COOLING SYSTEMS

a. Where applicable, a dedicated split DX air conditioning system shall be provided for spaces such as electrical rooms, IDF, and server rooms.

b. The split systems shall consist of a wall-mounted fan coil unit.

c. Each fan coil shall be provided with 1-inch-thick washable filters.

d. The system shall have an energy efficiency rating of no less than 17.5 SEER at AHRI conditions.

e. The condensing unit shall be installed on the roof.

f. Each split system shall be controlled by a factory thermostat.

g. The split heat pump systems shall be manufactured by Trane.

9. NOISE CONTROL

a. Rotating equipment shall be provided with flexible duct and flexible hose connections.

b. Equipment shall be provided with internal or external vibration isolation.

c. Supply and Return Ductwork from Air Conditioning Units shall be provided with internal acoustical lining.

d. Sound attenuators shall be specified at the direction of the project acoustical consultant.

e. Connections to ceiling diffusers and grilles shall be acoustical flexible duct between the branch duct and supply diffusers.

f. The HVAC air distribution systems shall be designed to meet or exceed the noise criteria as recommended by the acoustical consultant.

10. MATERIALS

a. Supply, return, and general exhaust air ductwork and plenums shall be fabricated from galvanized steel. Ductwork shall be constructed as per the CMC and SMACNA requirements.

b. Medium pressure ductwork construction shall be pursuant to the pressure class of the system and shall be sized at a constant friction rate not to exceed 0.2” w.g./100 ft., and up to 1,500 fpm supply while meeting the acoustical noise constraints.

c. Low pressure ducts shall be sized at a constant friction rate of 0.08” w.g. /100 ft., and up to 1000 fpm supply while meeting the acoustical noise constraints.

d. Refrigeration piping shall be Type ACR Copper and follow the DX split system manufacturer’s recommendations.

11. TEST AND BALANCE

a. The Contractor is responsible for hiring an independent test and balance company to perform testing of the mechanical systems once installation has completed. The Contractor shall perform this requirement in conformance with AABC (Associated Air Balance Council) standards.

b. TAB company shall perform testing and balancing on all HVAC systems.

c. Equipment tested shall include but not be limited to:

   i. Packaged rooftop air conditioners.

   ii. Exhaust fans.

iii. Split system fan coil units.

iv. All air distribution devices.

G. PLUMBING OBSERVATIONS AND RECOMMENDATIONS

1. PLUMBING SYSTEMS

   a. All plumbing systems shall meet the requirements of the AHJ or the owner's published design guidelines and performance criteria and the latest applicable building codes. The design of the specific systems has been carefully coordinated to integrate into the intended architectural design.

2. APPLICABLE CODES, STANDARDS & GUIDELINES

   a. 2022 California Plumbing Code

   b. 2022 California Energy Code (Title 24)

   c. 2022 California Building Code

   d. ANSI – American National Standards Institute.

3. STORM DRAINAGE SYSTEM

   a. The existing storm drain systems consist of a Roof Drain and an overflow scupper on the parapet wall that will remain in place. Conductors are run overhead from the drain and down in the walls and offset where necessary to avoid structural constraints and will remain in place. If revisions are required to the existing storm drain piping inside the building, the pipe sizing will be in accordance with the 2022 California Plumbing Code for a rainfall rate in accordance with local requirements for roof and overflow drains.

   b. Existing roof drain conductors extend down to below grade and connect by gravity to the on-site storm drainage system. Coordinate with the Civil engineer for connection locations. Overflow drains will daylight through the exterior wall above grade.

   c. Piping System Materials:

      i. Pipe: ASTM A74, ASTM A888, CISPI 301 Cast Iron No-Hub Pipe

      ii. Fitting: CISPI 301 No-Hub Fittings

      iii. Joints: Standard duty shielded couplings meeting ASTM 1540 or FM 1680, with stainless steel shield and neoprene gasket.

4. SANITARY WASTE AND VENT SYSTEM

   a. The sanitary waste and vent system shall be designed to accommodate the requirements of the project in the most direct and straightforward manner possible. The sanitary waste system from plumbing fixtures shall be drained

by gravity and connected to the existing sanitary waste main line below the slab. The existing sanitary waste shall be scoped and documented to determine the exact size, routing, depth, and condition of the pipe by a sewer locating service.

b. All sanitary vent piping shall be run above the ceiling and termination thru the roof.

c. The design of the building's sanitary system shall minimize the amount of under-slab piping or floor penetrations. The drainage flow rates, and pipe sizes shall be based on drainage fixture unit values of the actual fixtures, appropriate code factors, and allowances as prescribed in the 2022 California Plumbing Code – Chapter 7.

d. Piping System Materials:

   i. Pipe: ASTM A74, ASTM A888, CISPI 301 Cast Iron No-Hub Pipe

   ii. Fitting: CISPI 301 No-Hub Fittings

   iii. Joints: Standard duty shielded couplings meeting ASTM 1540 or FM 1680, with stainless steel shield and neoprene gasket.

5. NATURAL GAS SYSTEM

a. Natural Gas: Natural gas is provided by the Southern California Gas Company from an existing below-grade gas meter. Plumbing contractor shall coordinate with the gas company to determine if the existing meter will need to be relocated to above grade. Natural gas at standard pressure is provided to the building and shall feed the Domestic Hot Water Heater.

b. Piping System Materials:

   i. Indoor Pipe: ASTM A53 or A106, grade B, Type S seamless or Type E, Schedule 40 Carbon steel pipe.

   ii. Outdoor Pipe: ASTM A53 or A106, grade B, Type S seamless or Type E, Schedule 40 Galvanized steel pipe.

   iii. Outdoor below grade: Yellow Polyethylene that meets or exceeds ASTM D-2513 with tracer wire per CPC and NFPA 54:7.1.7.3

   iv. Fitting: Malleable Iron threaded fittings: ANSI B16, 3 fittings shall be 125 lbs. minimum for pressures less than 75 psi and 300 lbs. for over 75 psi.

   v. Fitting: Below grade outdoors only: Use only butt fusion transition fittings.

   vi. Joints: Threaded using American Standard for pipe Threads, ANSI B2.1 with thread sealant or Teflon tape material especially listed compatible with system contents, pipe material, and operating conditions.

   vii. Joints below grade outdoors only: Butt fusion installed per CPC 2013 & NFPA regulations.

   viii. Valves: 2-1/2" and smaller, bronze ball valves.

6. DOMESTIC WATER SYSTEM

   a. The existing domestic cold-water supply extends into the building from the municipal water main supply downstream of the existing water meter from Yates Avenue, the plumbing contractor shall coordinate with the local water department and the Civil Engineer to confirm if a reduced pressure principle backflow preventer will be required. Backflow device shall be provided by the site utility engineer.

   b. If the domestic water pressure is insufficient, a variable speed, packaged skid-mounted duplex domestic water booster pump with the hydro-pneumatic tank shall be provided to boost water pressure to maintain 35 psig at the most hydraulically remote equipment or fixture connection. The pump speed shall not exceed 1750 RPM and have a minimum efficiency of 60% as it is under 399 GPM. The system shall be redundant as a two-pump system with each pump sized for 65% of the total water demand with variable frequency drives that communicate with the BACnet system. Provide pressure reducers after the booster pump to maintain consistent outlet pressure.

   c. The domestic cold-water supply shall be provided to sanitary fixtures, trap primers, and appliances as required. Hose bibs will be provided at a minimum for mechanical equipment rooms, trash rooms, on the roof, and along with each building's exterior face of the wall.

   d. The domestic water branch piping shall be sized to maintain a minimum pressure of 35 psi at the most remote fixture. The domestic water system will be designed to accommodate the requirements of the project with minimal piping and shall be sized for a maximum pressure loss of 1.5 psi per 100 feet at 8 feet per second maximum velocity, while provisions will be made to arrest water hammering.

   e. System capacities for domestic cold water shall be based on fixture unit values with appropriate factors and actual equipment demands as prescribed in Chapter 6 of the 2022 California Plumbing Code.

   f. The entire domestic cold-water system shall be sterilized with a hydrochloride solution per the 2022 California Plumbing Code – Chapter 6.

   g. Piping System Materials:

      i. Pipe: Seamless Copper Tube, ASTM B88, Type L Hard

      ii. Fitting: Wrought copper solder cup type fittings, ANSI/ASME B16.22 or B16.18

      iii. Joints: ASTM B32 lead-free solder with ASTM B813 water-soluble flux

      iv. Valves: Bronze, two, full port stainless steel ball with soldered ends

7. DOMESTIC HOT WATER SYSTEM

   a. Domestic hot water will be supplied from an electric tank-type water heater located in a janitor's closet. Hot water will be supplied to all lavatories, sinks,

and service sinks, and will follow the path of the domestic cold-water system as indicated above.

b. The domestic hot water system shall be 100% circulated with the circulation pump interlocked to a time clock and/or aqua stat to allow for off-hour/non-use shutdown of the circulating system. The hot water return system will be collected and balanced at level one and returned to the water heaters located in the janitor's closet.

c. The domestic hot water systems shall be insulated with mineral fiber or elastomer-type insulation. Insulation of the outdoor hot water supply and return pipe shall be covered with an aluminum jacket. The hot water return pump shall be the variable speed with an internal temperature sensor, and controller and connect to the local BMS.

d. Domestic hot water shall be stored at 140°F. It is required that domestic hot water generation and storage shall be at 140°F to avoid the chance of legionella bacteria breading. Hot water supply from the storage tank shall flow through a thermostatic mixing valve, delivering 120°F hot water delivery to all fixtures. A mixing below deck mixing valve shall be provided at all hand washing fixtures.

e. The domestic hot water branch piping shall be sized to maintain a minimum pressure of 35 psi at the most remote fixture. The domestic water system will be designed to accommodate the requirements of the project with minimal piping and shall be sized for a maximum pressure loss of 1.5 psi per 100 feet at 8 feet per second maximum velocity, while provisions will be made to arrest water hammering.

f. System capacities for domestic hot water shall be based on fixture unit values with appropriate factors and actual equipment demands as prescribed in Chapter 6 of the 2022 California Plumbing Code.

g. The entire domestic hot water system shall be sterilized with a hydrochloride solution per the 2022 California Plumbing Code – Chapter 6.

h. Piping System Materials:

   i. Pipe: Seamless Copper Tube, ASTM B88, Type L Hard

   ii. Fitting: Wrought copper solder cup type fittings, ANSI/ASME B16.22 or B16.18

   iii. Joints: ASTM B32 lead-free solder with ASTM B813 water-soluble flux

   iv. Valves: Bronze, two, full port stainless steel ball with soldered ends.

9. PLUMBING FIXTURES

a. All plumbing fixtures shall be in accordance with the requirements of the 2022 California Green Building Standards Code, CCR Title 24, Part 11.

   i. All public lavatory faucets shall be battery powered or hard-wired and sensor operated, with a maximum flow rate of 0.35 gal./min.

ii. All public urinal flush valves will be battery powered or hard-wired, sensor operated, 0.125 gal./flush.

iii. All public water closets will be floor-mounted with battery powered or hard-wired, sensor-operated, flush valve, 1.28 gal./flush.

iv. All kitchen sink faucets shall have a maximum flow rate of 1.8 gal./min.

v. All Janitors closets shall be provided with a mop sink, hose bibb and floor drain.

vi. Provide Drinking Fountain with bottle fillers in public areas.

H. ELECTRICAL POWER / LIGHTING OBSERVATIONS AND RECOMMENDATIONS

1. THE EXISTING ELECTRICAL POWER DISTRIBUTION SYSTEM consists of a main switchboard and distribution panels. The main switchboard is located within a closet off the rear entry corridor of the building. This switchboard is comprised of two separate services. One service is 240V, 3 phase, 3 wire rated at 200A that provides power to the HVAC equipment on the roof. The second service is 120/240V, 1 phase, 3 wire rated at 400A that provides power to the building lighting and receptacles along with some miscellaneous equipment. Each service in the main switchboard is fed overhead from sets of pole mounted transformers located on utility poles at the rear of the property. The three transformers located on the pole directly behind the building feed the 240V, 3 phase service only.





PHOTO H1 AND H2 - The transformers for the 120/240V, 1 phase service are located on a utility pole to the south.





PHOTO H3 AND H4 - The existing main switchboard appears to be original equipment to the building and is long past it's serviceable life expectancy.

2. THE ROOF MOUNTED HVAC EQUIPMENT is powered from a roof mounted panelboard. This panelboard is in very poor condition.



3. THE EXISTING LIGHTING SYSTEM consists of recessed and surface mounted fluorescent fixtures with manual controls. These fixtures appear to be orginal to the building and are long past their servicable life.

   a. Recommendations

      We recommend demolishing the existing electrical distribution and lighting system and replace them with new. The existing equipment does not appear to have been maintained properly and it is long past it's serviceable life. We recommend a new 208Y/120V, 3 phase, 4 wire exterior mounted main switchboard fed from a new pad mounted utility transformer. Specifics for the new electrical service and lighting systems are outlined in the information below.

4. ELECTRICAL BASIS OF DESIGN
    a. All electrical distribution systems will be installed per the load metering / segregation requirements of the California Building Efficiency Standards, 2022 and Title 24 requirements. The metering system shall distinctly measure the electrical loads for the following load types:
        i. All feeders from the main service.
        ii. All feeders from any distribution board.
        iii. All lighting loads.
        iv. All HVAC loads in aggregate and any load greater than 50KVA.All plug loads separated by type or area. All groups of plug loads exceeding 25kVA in an area less than 5000 square feet.
        v. Each individual non-HVAC loads, or appliance rated 25kVA and greater.
        vi. All charging for electric vehicles.
    b. General
        i. Applicable Codes, Standards, and Guidelines
            1) 2022 California Electrical Code
            2) 2022 California Energy Code (Title 24)
            3) 2022 California Green Code
            4) ANSI – American National Standards Institute

5. POWER DISTRIBUTION SYSTEM
    a. The new main electrical service will be 208Y/120V, 3 phase, 4 wire main electrical service rated at 400A.
    b. Distribution from the above listed services shall be as follows:
        i. Power panels with 208Y/120-volt, 3 phase, 4 wire will be provided within the building.
        ii. Dedicated electrical panels shall be provided for MPOE and electrical vehicle charging stations.
    c. Branch power distribution from the above listed electrical equipment shall be as follows:
        i. Provide feeder / branch circuit power distribution throughout the project.
        ii. Power distribution shall include, but not be limited to the following:
        iii. Standard duplex and GFCI duplex convenience receptacles located throughout project:
            1) All common areas shall have complete convenience receptacles coverage. Open areas such as corridors shall have convenience receptacles at 50’ on center. Provide receptacles for miscellaneous equipment such as drinking fountains, all mechanical / electrical equipment rooms, storage, etc.

2) Provide GFCI receptacles at all restroom counters, janitor, etc.; weatherproof on all exterior GFCI receptacles at entrance and roof, etc.

3) All wall mounted communication outlets will be provided with ¾" conduit, stubbed into the accessible ceiling spaces, 4S/DP box and a single gang mud ring in the wall.

4) Private Offices: Each office will be equipped with three (3) convenience receptacles and one (1) telephone/data outlet. The circuiting will be such that no more than eight (8) receptacles will be on any one circuit.

5) Conference Rooms will be equipped with two (2) convenience receptacles, one (1) telephone/data outlet and one (1) flush in floor box combination power and phone/data. In addition, provide power and communications as required for any teleconferencing or audiovisual equipment.

6) Controlled and uncontrolled 120v receptacles shall be provided in office areas, lobbies, conference rooms, kitchen area and copy room

b) Dedicated circuit duplex receptacles:

1) Provide receptacles for miscellaneous equipment such as garbage disposals, microwaves, television/video monitors, etc.

c) Power and low voltage provisions shall be provided for all HVAC, plumbing and low voltage systems as required.

d. Emergency Lighting:

1) Interior and exterior emergency lighting will be provided via 90-minute emergency battery packs mounted within select fixtures. Emergency powered luminaires shall be controlled in the same manner as normally powered luminaires. The emergency egress path will be illuminated to a minimum of 1 foot candle in compliance with NFPA 101.

6. <u>CONDUITS & WIRING DEVICES</u>

a. Rigid conduit shall be used in damp or exposed locations or where specifically required by Code.

b. Electrical metallic tubing shall be used in dry concealed locations and furred ceiling spaces.

c. Flexible steel conduits shall only be used for final connections to recessed lighting fixtures and to motor driven equipment and vibrating equipment for indoor.

d. Liquid tight flexible metal conduit shall be used in exposed or concealed locations where specifically required by Code.

e. PVC schedule 40 conduits shall be used for underground branch feeder and circuit electrical circuits.

f. All non-metallic electrical runs shall include a ground conductor.

g. 600 Volt Conductors – Wire and Cable:

   ii. All conductors shall be copper with 600-volt insulation for low voltage distribution. Conductors no. 8 and larger shall be stranded type THHN/THWN rated at 90 degrees Celsius.

   iii. Minimum size of power conductors shall be #12.

h. Wiring Devices:

   i. Wiring devices shall be commercial grade for the entire project. Color of visible external parts shall be as selected by the Architect. Interchangeable or combination devices shall not be used.

   ii. Switches shall have a quiet, positive action, with contacts rated at 15 or 20 amperes, 120 volts inductive load without de-rating.

i. Equipment and Material Description:

   ii. Equipment and material incorporated into the electrical work shall be new and of the same type and manufacturer for similar uses. Where industry or trade standards are in force, equipment and material shall comply with these standards as a minimum criteria of quality and workmanship.

   iii. Distribution and branch circuit panel boards shall be of the molded case bolt-on circuit breaker type and shall be surface mounted or flush mounted as required. Panel boards shall be provided with approximately 25 percent spare breakers for future use.

i. General Lighting Design Recommendations

   i. General illumination levels shall be based on the latest recommendations published by the Illuminating Engineering Society of North America (IESNA). Activity levels for exterior illumination (high, medium, low), as defined by the IESNA shall also be considered.

   ii. Lighting systems shall be designed to comply with all applicable energy code requirements including the 2022 California Energy Code – Title 24 and CALGreen. Additional lighting energy reduction shall be considered where possible.

   iii. All interior and exterior lighting fixtures will utilize LED lamping.

   iv. The lighting will be an integrated combination of daylighting and electric lighting.

   v. Lighting will generally consist of recessed, 2’ x 4’ basket style LED fixtures with specialty fixture used per Architectural direction.

   vi. Surface mounted 1’ x 4’ fixtures will be provided at support spaces.

   vii. Exterior light fixtures shall be of heavy-duty and vandal resistant and finish, including all hardware with a minimum IP Rating of 66.

k. Lighting Systems:

   i. The lighting design will be developed in compliance with all mandatory measures outlined in the California Green Building Standards Code (Title 24,

Part 11) and the California Energy Building Standards Code (Title 24, Part 6).

ii. The majority of lighting fixtures in the public areas, such as office, lobby, maintenance rooms, and hallways will be controlled by the use of occupancy sensors and daylight sensor switches. Luminaires will be zoned and controlled via the lighting control system.

iii. Illuminated exit signs shall be provided in all areas of exit paths. Exit signs shall be LED and equipped with 90-minute emergency battery packs.

iv. Emergency lighting shall be provided as required by local code – minimum one foot-candle as measured at the floor in all public areas and means of egress.

l. Lighting Control System:

i. Lighting controls will be compliant with ASHRE 90.1 and meet the requirement of the 2022 California Energy Code. The controls include switches and automatic controls with occupancy sensors, vacancy sensors, daylighting controls, automatic lighting shutoff systems, and dimming systems. Daylighting controls will be located at the perimeter of the required space to allow for automatic dimming of the light fixtures within the daylighting zones. The lighting control system will be by Cooper Lighting Solutions, Wattstopper, or approved equal.

m. Lighting Design Criteria:

i.	Space Type	Illumination - Design Target (average maintained)
ii.	Offices	30-50 FC
iii.	Community Room	30-50 FC
iv.	Corridors	50 FC
v.	Restrooms	10 FC

n. Fire Alarm System:

i. A new Fire Alarm System (FAS) conforming to the requirements listed will be installed in the building.

ii. The new Fire Alarm System (FAS) shall be a microprocessor-based, fully field-programmable, electrically supervised, digital addressable system.

iii. The Fire Alarm System (FAS) shall be complete, including but not limited to, the following:

1) Fire Alarm Control Panel (FACP). FACP shall be located in a secure location.

2) A new FAS Graphic Annunciator, with associated control and annunciator panels, power supplies, etc. The FAS Annunciator location shall be approved by the AHJ.

3) Manual FAS devices: addressable pull stations, quantity and location as

required.

4) Automatic FAS devices: addressable area smoke detectors, addressable duct-mounted smoke detectors, and addressable heat detectors; quantity and location as required.

5) Auxiliary FAS devices: addressable monitor modules, addressable relay modules, and addressable control modules; quantity and located as required. Modules shall be used for monitoring of related auxiliary system devices, i.e., sprinkler system water flow and valve tamper switches.

6) FAS alarm devices: audible alarm horn, visual alarm strobe lights, combination horn/strobe devices; quantity and location as required.

iv. Detectors and notification devices will be installed to comply with all current applicable codes, standards, and requirements.

v. Occupant notification will be via audible and visual notification appliances connected to notification appliance circuits.

vi. Occupant audible notification devices will be throughout the facility and shall use FAS power supplies to broadcast audible notification of system alarms. FAS shall provide sufficient quantity of audible devices to ensure adequate coverage: public mode threshold in public areas, and private mode (staff-alerting) threshold in private mode areas.

vii. Occupant visual alarm notification will be via appliances (strobe alarm lights) throughout the facility. Strobe alarm lights shall comply with ADA and NFPA requirements for installation, spacing, and light intensity. Strobe alarm lights shall be located per SBCC, CBC 907, and CFC 907.

viii. FAS duct smoke detectors for all supply fans over 2000 CFM. Sampling tubes shall extend the full width of the duct. Review fan quantities and capacities with the mechanical engineer and/or contractor.

ix. FAS shall provide remote alarm indicator lights for all detectors not readily visible from normal viewing position.

x. Each fire alarm control unit, power extender, supervising station transmitter, and similar components shall be protected by local smoke detection.

xi. All FAS control panels and devices shall be installed in compliance with ADA requirements.

xii. The Fire Alarm System (FAS) wiring shall conform to NEC Article 760 and to the manufacturer's wiring specifications. Installation shop drawings shall define the exact FAS wiring requirements for all components and devices.

xiii. All equipment shall be installed per manufacturers' listings and recommendations.

6. STRUCTURED CABLING SYSTEM

a. IDF TELECOMMUNICATIONS ROOMS (TRs)

i. All Horizontal cabling infrastructure will terminate in the existing Telecom Room (TR)

ii. A new IDF 2-post rack will be installed in the existing TR

iii. Cable runs will be fed from overhead in basket trays. All horizontal cable runs to offices and open office cubicles will terminate in the IDF rooms. All horizontal runs will terminate in 48 port Category 6 patch panels.

7. BUILDING CABLING DISTRIBUTION

a. Open Office Areas:

i. All furniture systems will be fed from wall or floor connections. Cabling will be concealed in flex loom between the floor or wall connection and the furniture system. Each workstation cubicle will receive:

1) (2) Category 6 cables from the TR

ii. All identified printers, faxes and copiers shall be provided with the following:

1) (2) Category 6 cables in a single gang outlet.

b. Private Offices:

i. Each private office will have (2) wall outlets. Each wall outlet will receive:

1) (2) Category 6 cables from the TR

c. Conference Rooms:

i. Each conference room will have (2) wall outlets and (1) floor outlet. Each wall outlet and floor outlet will receive:

1) (4) Category 6 cables from the TR

d. Wi-Fi

i. Category 6 cabling will be distributed throughout the ceiling area for County provided Wi-Fi antennas or Wireless Access Points (WAP). Each WAP location will be provided with the following:

1) (2) Category 6 cables from TR

8. BUILDING ELECTRONIC ACCESS CONTROL / INTRUSION ALARM SYSTEM

a. Intrusion Alarm System will consist of door contacts and motion sensors. Alarm zones will be set on a schedule or can be armed and disarmed manually. Provide intrusion alarm as follows.

b. Motion detectors protecting all secure storage areas zoned and armed separately from the building.

c. Electronic Access Control System will consist of blue-tooth enabled proximity/ smart card readers, cards and/or key fobs, request to exit sensors, electric door hardware. Provide Electronic Access Control at the following locations.

i. All building exterior entrances and exits.

ii. TR rooms, Secure storage rooms.

iii. Designated private offices as required.

iv. Designated secure conference rooms.

v. Entrance to employee only areas from public areas.

9. VIDEO SURVEILLANCE SYSTEM

a. An IP based Video Surveillance System will consist of IP cameras, Video Management Software (VMS) and recording server. Recorded video will be retained for 6 months. Provide Video Surveillance for the following areas.

i. Exterior perimeter of building cameras mounted to building structure

ii. All building exterior entrances and exits.

iii. Hallways.

iv. TR rooms, Secure storage rooms.

v. Public lobby and other public areas.

10. AUDIO VISUAL SYSTEM

a. BOARDROOM– AV AND CONTROL SYSTEMS

i. Video Display Systems

1) Members and Staff Displays

2) Audience Displays

ii. Audio Systems – DSP Processing

1) Members Microphone Systems

2) Audience Speaker System

3) Lectern Microphone

iii. Video Distribution and Signal Processing

1) Audio – Video Recording System

2) Share local computer, HDMI input at tabletop or WiFi content (if required).

iv. AV Control Systems

1) Touch Panel Control – Clerk – Mayor – Etc. AV System Control

2) Lectern Touch Panel for Presentation Control

3) AV Signal Routing, Volume Controls

b. MEDIUM CONFERENCE ROOM AV SYSTEM

i. Provide Audio Visual systems and infrastructure to support meetings/content sharing and soft codec video conferencing for (xx) participants.

ii. Provide properly sized display(s) for each room based on viewer distances.

1) Provide floor box/tabletop connectivity to the AV equipment and the room's electronics and display(s).

2) HDMI / Display Port for Laptop content sharing

3) Provide WiFi, wireless BYOD content sharing.

4) Provide AV content signal switching.
5) Provide devices and programming description for AV system control.
6) Conference tabletop touch panel AV control.
7) Wall mounted touch panel control AV (optional)
8) AV Systems Control
9) Provide local computer for soft codec video conferencing.
10) Mounted behind the video display or in credenza AV rack.
11) Zoom, Go to Meeting, Teams, Skye, Etc.
12) Provide Wireless keyboard and mouse for local computer.
13) Video Conferencing support equipment
14) Video Camera
15) Mounted under the video display.
16) Speaker Systems
17) Microphone System

c. LARGE CONFERENCE ROOM AV SYSTEM
   i. Provide Audio Visual systems and infrastructure to support meetings/content sharing and soft codec video conferencing for (xx) participants.
      1) Provide properly sized display(s) for each room based on viewer distances.
      2) Provide floor box/tabletop connectivity to the AV equipment and the room's electronics and display(s).
      3) HDMI / Display Port for Laptop content sharing
      4) Provide WiFi, wireless BYOD content sharing.
      5) Provide AV content signal switching.
      6) Share local computer, HDMI input at tabletop or WiFi content (if required).
      7) Conference tabletop touch panel AV control.
      8) Wall mounted touch panel control AV (optional)
      9) AV Systems Control
      10) Provide local computer for soft codec video conferencing.
      11) Mounted behind the video display or in credenza AV rack.
      12) Zoom, Go to Meeting, Teams, Skye, Etc.
      13) Provide Wireless keyboard and mouse for local computer.
      14) Video Conferencing support equipment
      15) Video Camera
      16) Mounted under the video display. Pan/Tilt/Zoom. Type sized for the room's dimensions.

17) Speaker Systems
18) Ceiling Mounted
19) Microphone System
20) Ceiling or Tabletop Mounted

I. FIRE ALARM SYSTEM OBSERVATIONS AND RECOMMENDATIONS

1. GENERAL

a. A new Fire Alarm System (FAS) conforming to the requirements listed will be installed in the building.

b. The new Fire Alarm System (FAS) shall be a microprocessor-based, fully field-programmable, electrically supervised, digital addressable system.

c. The Fire Alarm System (FAS) shall be complete, including but not limited to, the following:

i. Networked Fire Alarm Control Panel(s) (FACP), quantity as required. FACP(s) shall be located in a secure location.

ii. A new FAS Graphic Annunciator, with associated control and annunciator panels, power supplies, etc. The FAS Annunciator location shall be approved by the AHJ.

iii. Manual FAS devices: addressable pull stations, quantity and located as required.

iv. Automatic FAS devices: addressable area smoke detectors, addressable duct-mounted smoke detectors, and addressable heat detectors; quantity and located as required.

v. Auxiliary FAS devices: addressable monitor modules, addressable relay modules, and addressable control modules; quantity and located as required. Modules shall be used for monitoring of related auxiliary system devices, i.e., sprinkler system water flow and valve tamper switches, and for connections to auxiliary system interfaces.

vi. FAS alarm devices: audible alarm horn, visual alarm strobe lights, combination horn/strobe devices; quantity and located as required.

d. New detectors and notification devices will be installed to comply with all current applicable codes, standards, and requirements.

e. Occupant notification will be via audible and visual notification appliances connected to notification appliance circuits.

f. Occupant audible notification devices will be throughout the facility and shall use FAS power supplies to broadcast audible notification of system alarms. FAS shall provide sufficient quantity of audible devices to ensure adequate coverage: public mode threshold in public areas, and private mode (staff-alerting) threshold in private mode areas.

g. Occupant visual alarm notification will be via appliances (strobe alarm lights) throughout the facility. Strobe alarm lights shall comply with ADA and NFPA requirements for installation, spacing, and light intensity. Strobe alarm lights shall be located per SBCC, CBC 907, and CFC 907.

h. FAS relay modules for interface to security system(s) and interruption of power to all fail-safe door locking hardware.

    i. Reference CBC, CFC, and NFPA 101 regarding “secured” areas locking/delayed egress.

j. FAS relay modules for interface to elevator equipment. Outputs for each elevator (or bank of elevators) shall include the following:

    i. Elevator capture – primary floor.

    ii. Elevator capture – alternate floor.

    iii. Elevator shunt trip signal.

    iv. Elevator signal – fireman’s hat.

    v. Provisions for shunt trip of elevator will be provided as required.

k. FAS duct smoke detectors for all supply fans over 2000 CFM. Sampling tubes shall extend the full width of the duct. Review fan quantities and capacities with the mechanical engineer and/or contractor.

    i. Coordinate fan shutdown details with the mechanical engineer and/or contractor.

    ii. For additional requirements, see NFPA 72 and 90A.

l. FAS shall provide remote alarm indicator lights for all detectors not readily visible from normal viewing position.

m. FAS shall provide relay modules for control of fire/smoke dampers. Closing of dampers shall be initiated by alarm of the associated in-duct smoke detectors at the FSD.

    i. Coordinate all smoke compartment zoning and FSD operation details with the mechanical engineer and/or contractor.

    ii. For additional requirements, see NFPA 72 and 90A.

n. Each fire alarm control unit, power extender, supervising station transmitter, and similar components shall be protected by local smoke detection.

o. All FAS control panels and devices shall be installed in compliance with ADA requirements.

p. The Fire Alarm System (FAS) wiring shall conform to NEC Article 760 and to the manufacturer's wiring specifications. Installation shop drawings shall define the exact FAS wiring requirements for all components and devices.

    i. Where conduit is not required by Code, the FAS wiring shall be installed

using listed and CSFM-approved plenum Fire Alarm cable, FPLP type. Wiring shall be installed in accordance with CEC requirements, attached to individually supported J-hooks or other approved methods. Riser wiring shall be type FPLR. All wiring shall be UL-Listed for the intended application.

ii. Where conduit is required by Code, the FAS wiring shall be FPL type, installed in dedicated Fire Alarm conduit; minimum acceptable size shall be 3/4", unless otherwise noted on the drawings. Conduit shall be fastened and secured in proper and approved manner. Contractor shall provide conduit for all devices installed in exposed or concealed locations, e.g. surface-mounted devices or inside finished walls. Location of all wiring shall be indicated on the as-built drawings. Conduit shall be visibly marked “FA” or painted red; all system backboxes and covers shall be painted red. All wiring shall be UL-Listed for the intended application.

q. All wiring shall be as defined in NFPA 72 Chapter 12 – Circuits and Pathways.

i. Pathway Class (B) and Survivability (Level 0) for circuits will be designated based upon functional importance, evacuation zone arrangement and risk of failure.

r. System grounding shall be per the manufacturers’ recommendations. Grounding of alarm panels and associated circuits shall comply with NEC Article 250 and IEEE 1100.

s. The FAS shall be monitored for all alarm, supervisory, trouble, and system status conditions. Alarm, trouble and supervisory signals will be transmitted to a remote supervising station via Digital Alarm Communicator Transmitter or Digital Alarm Radio Transmitter, in conformance with SBCC requirements and NFPA Standards.

t. All equipment shall be installed per manufacturers’ listings and recommendations.

III. LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN (LEED)

1. GENERAL LEED OVERVIEW

A. Buildings consume energy and resources at an alarming rate. We can do better. LEED provides a framework for healthy, efficient, carbon and cost-saving green buildings. LEED certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation. As a public agency for the local communities around the southeast Los Angeles area, the CBMWD should consider pursuing LEED certification as a way to enforce sustainable approaches to the community for conserving water, saving energy, using recycled materials and much more.

2. HOW LEED WORKS

A. LEED certified building save money, improve efficiency, lower carbon emissions and create healthier places for people. They are critical to addressing climate change and meeting ESG goals, enhancing resilience, and supporting more equitable communities. LEED categories can also contribute toward meeting the U.N.'s Sustainable Development Goals.

B. To achieve LEED certification a project earns points by adhering to the prerequisites and credits that address carbon footprint, energy, water, waster, transportation, materials, health and indoor environmental quality. Projects go through a verification process by the Green Building Council (GBCI) and are awarded points that correspond to a level of LEED certification shown below. It is important to note that LEED design must be coordinated early in the design phase (**Schematic Design**) to ensure program and design requirements are attainable. GBCI requires the project to be submitted during design as well as the construction phases.



PLATINUM – 80 Points



SILVER – 50-59 Points



GOLD – 60-79 Points



CERTIFIED – 40-49 Points

For a sample of how LEED credits are tracked please refer to ***EXHIBIT 5 – Sample LEED Checklist***

3. LEED SYSTEM GOALS –

A. LEED is a holistic system that doesn't simply focus on one building element, such as energy, water or health. Instead, it looks at the big picture, factoring in all critical elements that work together to create the best building possible. The goal of LEED is to create better buildings that:

- Reduce contribution to global climate change
- Enhance individual human health
- Protect and restore water resources
- Protect and enhance biodiversity and ecosystem services
- Promote sustainable and regenerative material cycles
- Enhance community quality of life

B. Of all LEED credits, 35% relate to climate change, 20% directly impact human health, 15% impact water resources, 10% affect biodiversity, 10% relate to the green economy, and 5% impact community and natural resources. In LEED v4.1, most LEED credits are related to operational and embodied carbon.

IV. PROBABLE CONSTRUCTION COSTS

1. CONCEPT #1 – Tenant Improvement to 7,496 Square Foot building

NO.	ITEM	LOW	HIGH
	Civil / Site Improvements	$35,000	$50,000
	Demolition	$50,000	$75,000
	Architectural exterior Improvements (windows, roof, etc.)	$120,000	$150,000
	Architectural Interior Improvements	$1,490,000	$1,600,000
	Structural Improvements	$700,000	$900,000
	Mechanical Improvements	$300,000	$350,000
	Plumbing Improvements	$155,800	$170,000
	Electrical Power and Lighting	$210,000	$225,000
	Fire Alarm System upgrades	$123,680	$130,000
	Fire Sprinkler System	***NOT REQUIRED***	***NOT REQUIRED***
	AV improvements	$50,000	$75,000
	Environmental Abatement	$180,000	$195,000
	SUB-TOTAL	**$3,414,480**	**$3,920,000**
	CONTINGENCY – 7.5-10%	**$256,086**	**$392,000**
	GENERAL CONDITIONS – 8%	**$273,159**	**$313,600**
	CONTRACTOR OHP /BOND – 7.5%	**$256,086**	**$294,000**
	TOTAL R.O.M. COSTS	**$4,199,811**	**$4,919,600**

2. CONCEPT #2 – Tenant Improvement to 7,496 Square Foot building

NO.	ITEM	LOW	HIGH
	Civil / Site Improvements	$35,000	$50,000
	Demolition	$50,000	$75,000
	Architectural exterior Improvements (windows, roof, etc.)	$120,000	$150,000
	Architectural Interior Improvements	$1,490,000	$1,600,000
	Structural Improvements	$700,000	$900,000
	Mechanical Improvements	$300,000	$350,000
	Plumbing Improvements	$155,800	$170,000
	Electrical Power and Lighting	$210,000	$225,000
	Fire Alarm System upgrades	$123,680	$130,000
	Fire Sprinkler System	***NOT REQUIRED***	***NOT REQUIRED***
	AV improvements	$50,000	$75,000
	Environmental Abatement	$180,000	$195,000
	SUB-TOTAL	**$3,414,480**	**$3,920,000**
	CONTINGENCY – 7.5 - 10%	**$256,086**	**$392,000**
	GENERAL CONDITIONS – 8%	**$273,159**	**$313,600**
	CONTRACTOR OHP /BOND – 7.5%	**$256,086**	**$294,000**
	TOTAL R.O.M. COSTS	**$4,199,811**	**$4,919,600**

3. CONCEPT #3 – Demo Existing and Replace with New Building

NO.	ITEM	LOW	HIGH
	Civil / Site Improvements	$50,000	$75,000
	Demolition	$95,000	$120,000
	Architectural exterior Improvements (windows, roof, etc.)	$250,000	$300,000
	Architectural Interior Improvements	$1,750, 000	$1,900,000
	Structural Framing	$350,000	$425,000
	Mechanical System	$350,000	$390,000
	Plumbing System	$180,000	$195,000
	Electrical Power and Lighting	$225,000	$240,000
	Fire Alarm System System	$130,000	$140,000
	Fire Sprinkler System	***NOT REQUIRED***	***NOT REQUIRED***
	AV improvements	$70,000	$90,000
	Environmental Abatement	$180,000	$195,000
	SUB-TOTAL	**$3,630,000**	**$4,070,000**
	CONTINGENCY – 10-15%	**$363,000**	**$610,500**
	GENERAL CONDITIONS – 8%	**$290,400**	**$325,600**
	CONTRACTOR OHP /BOND – 7.5%	**$272,250**	**$305,250**
	TOTAL R.O.M. COSTS	**$4,555,650**	**$5,311,350**

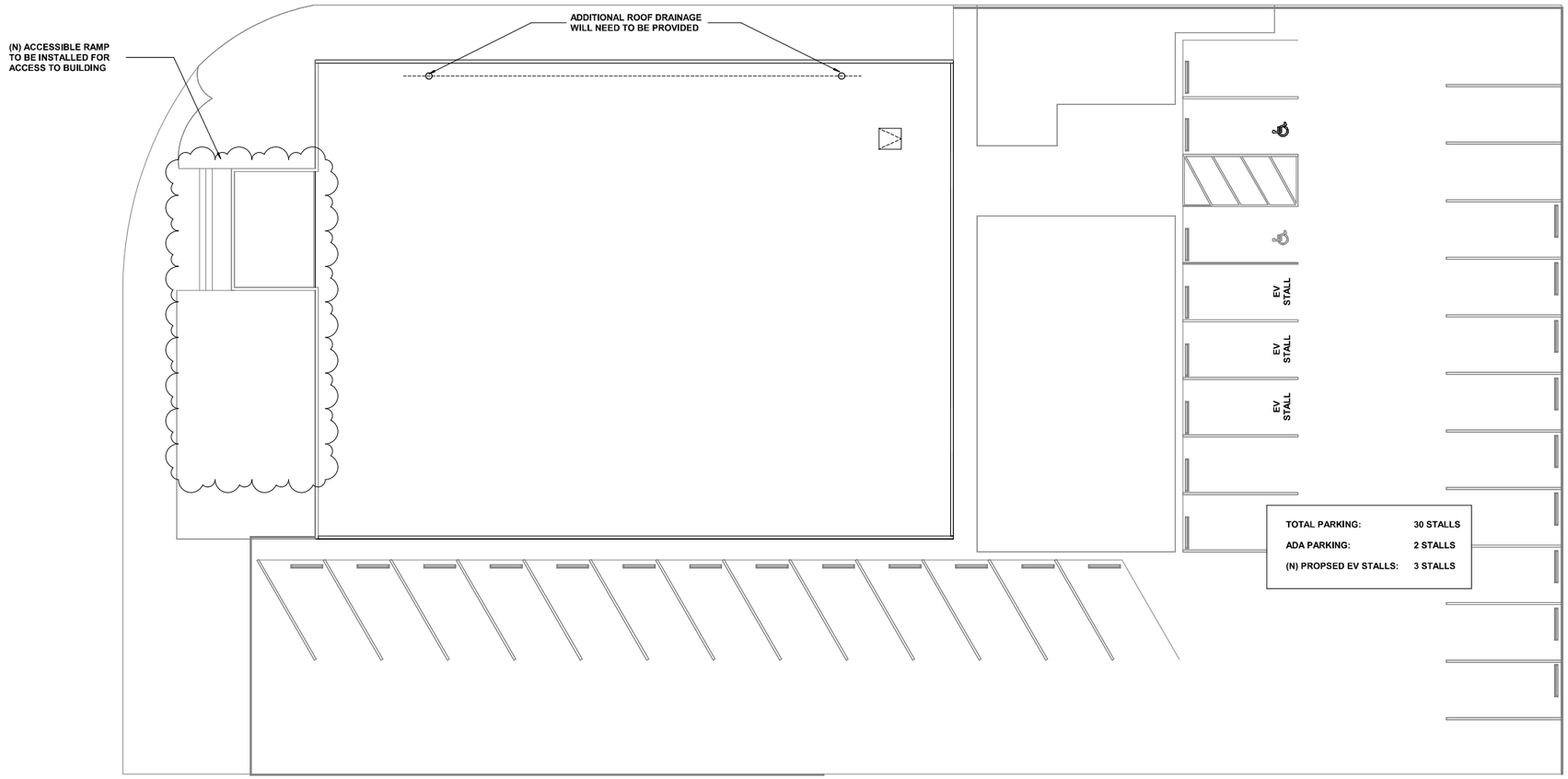
V. CONCLUSION

SVA and our team of civil, structural, mechanical, plumbing, electrical, fire alarm and acoustic engineers to assess all conditions visible and available from documents provided by the Central Basin Municipal Water District (CBMWD). SVA has presented three different conceptual plans for review and comment. The first two concepts are focused on keeping the building shell (structure) with some upgrades and gutting the interior to accommodate the new floor plan an program requirements. The third option is included as a new replacement building of about the same square footage as the existing. This replacement building option is included since the extent of the seismic retrofit of the existing building is pretty extensive. Our recommendation would be to go with Option #2 for potentially some cost savings. However, if CBMWD wants to maintain sustainability as a priority, we would recommend Concept #3. Because not much of the existing building would be retained in Concepts #1 and #2, if CBMWD were to pursue LEED certification, GBCI would classify the building as LEED-NC (New Construction) since the thresholds for maintaining existing building materials and/or systems would have been exceeded. If CBMWD chooses to pursue LEED certification, a decision would need to be made within the next few weeks so that design charrettes (required for LEED) could be coordinated between the Owner and design team.

zOnce the general design intent and probable construction budgets are accepted by the Owner, our team will work closely with the CBMWD staff to develop design documents .

YATES AVE.

WASHINGTON BLVD

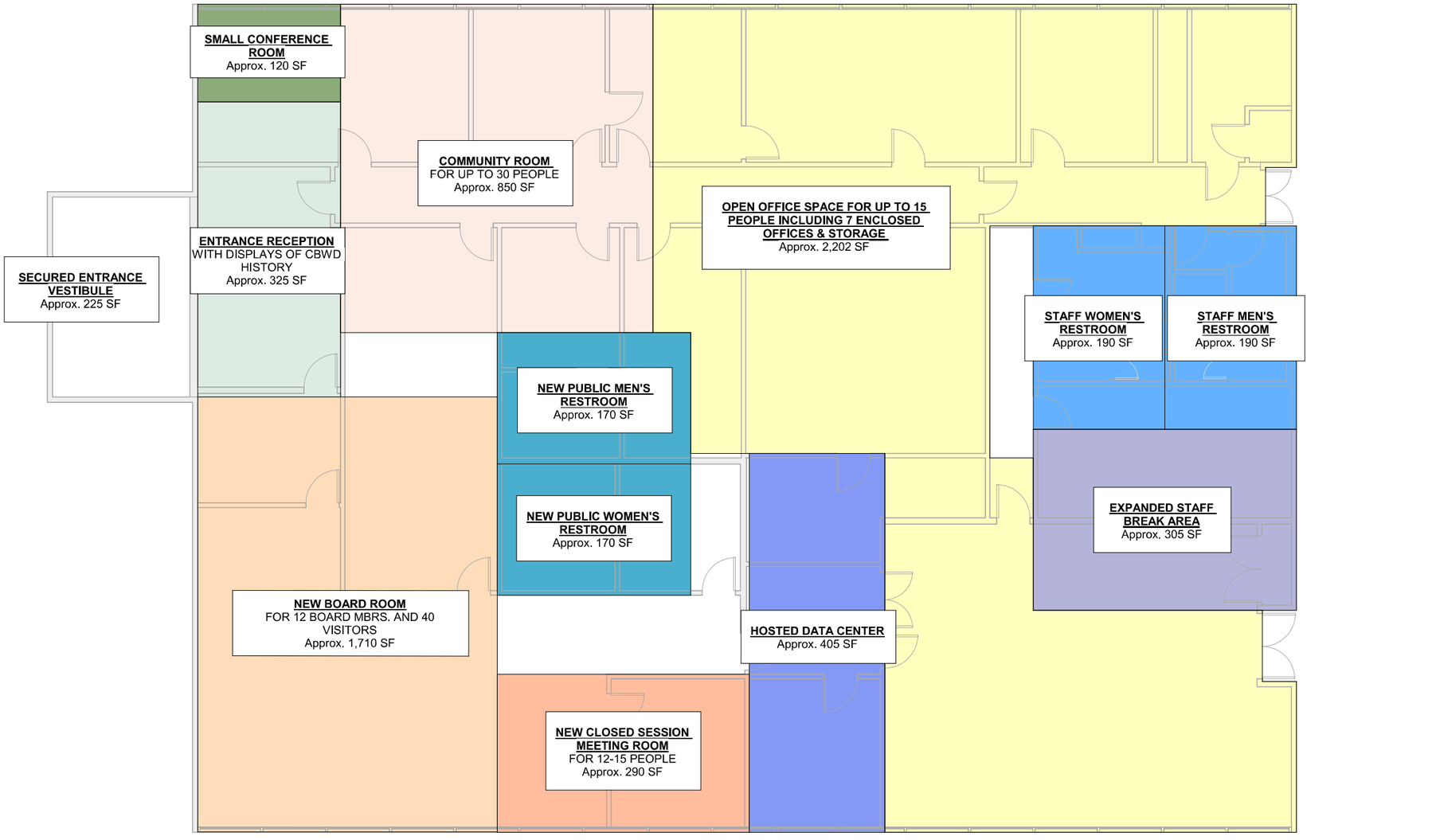


N

CENTRAL BASIN MUNICIPAL WATER DISTRICT - SITE PLAN

A100

SVA ARCHITECTS

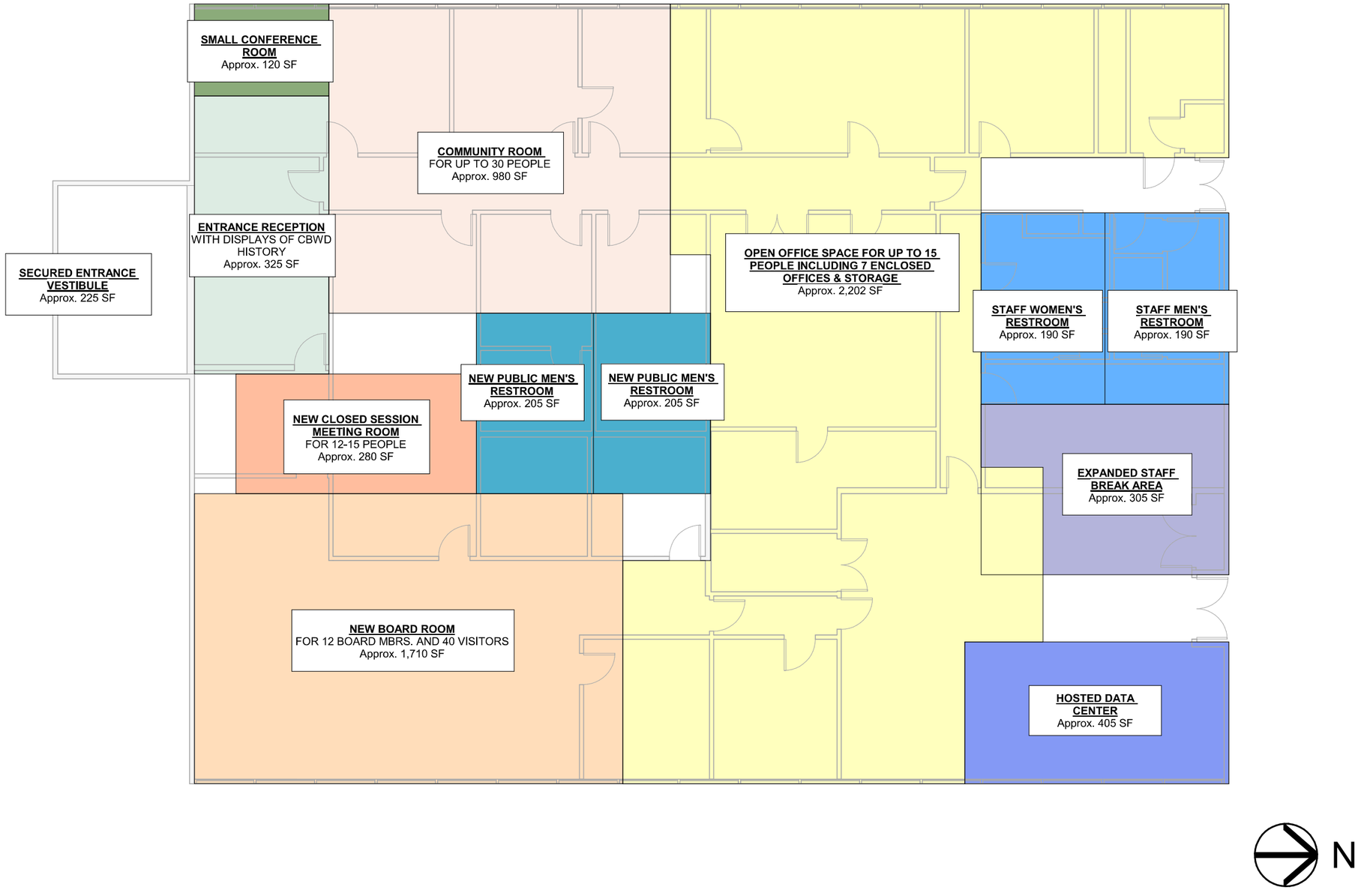


CONCEPT 1

CENTRAL BASIN MUNICIPAL WATER DISTRICT - TENANT IMPROVEMENT WITHIN EXISTING BUILDING

A101

SVA ARCHITECTS

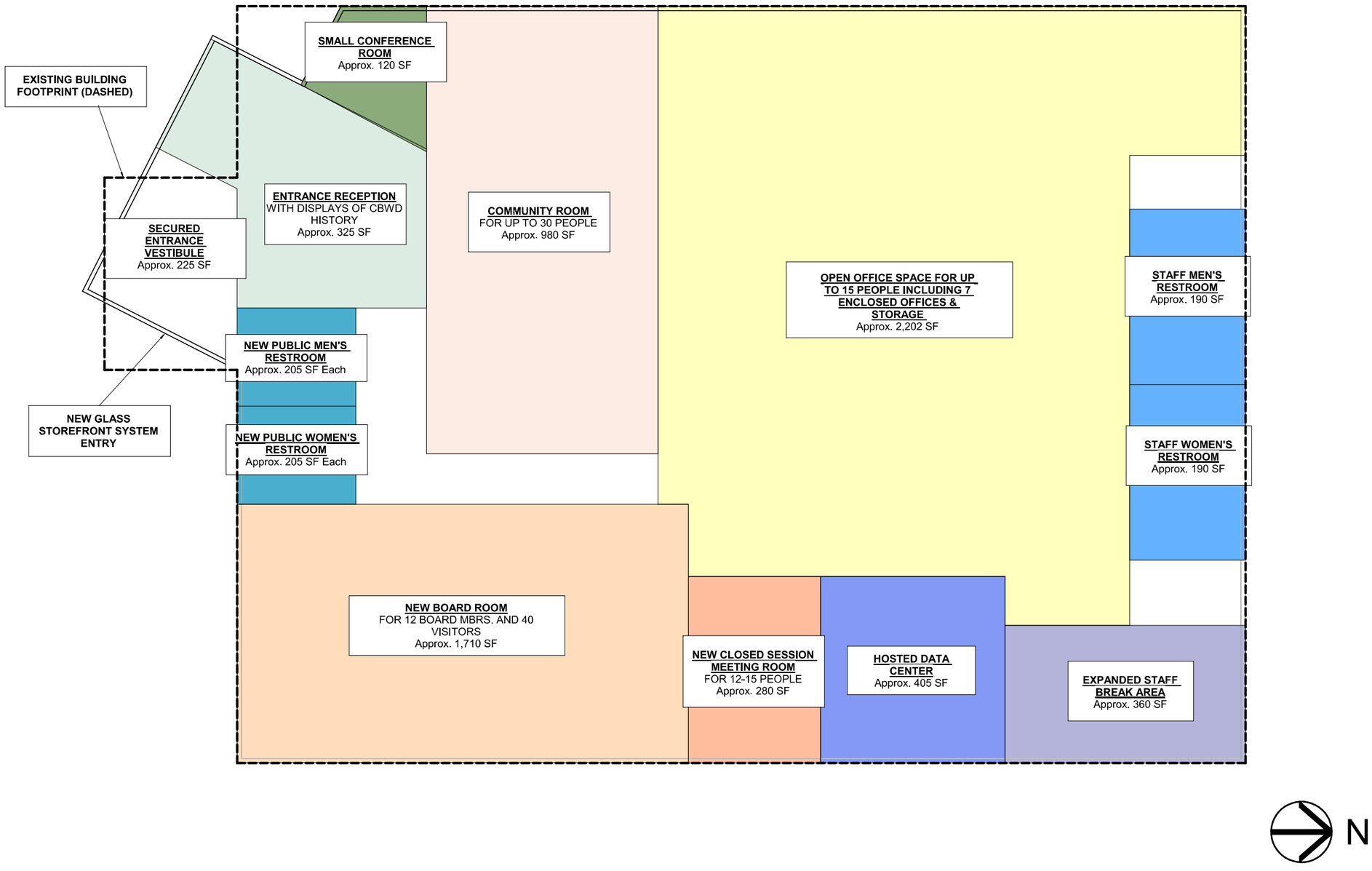


CONCEPT 2

CENTRAL BASIN MUNICIPAL WATER DISTRICT - TENANT IMPROVEMENT WITHIN EXISTING BUILDING

A102

SVA ARCHITECTS



CONCEPT 3

CENTRAL BASIN MUNICIPAL WATER DISTRICT - NEW BUILDING TO REPLACE EXISTING

SVA ARCHITECTS

LEED CHECKLIST

BASED ON 90% CONSTRUCTION DOCUMENT GREEN BUILDING REVIEW

LEED for New Construction and Major Renovation v3.0
Registered Project Checklist

Date: **February 2, 2017**

Project Name: Los Angeles Asphalt Plant No. 1 - Administration Building

Project Client: City of Los Angeles

Definate	Achievable	Toss Up	Difficult	Not Possible				Credit Template Responsible Party	Remarks
					Definate items which are automatically qualified or relatively easy				**NOTE:** The following information was discussed at the LEED Meeting #3 held 1/31/17 between City of Los Angeles, Papich Construction and KDG Architects. Items in GREEN are on track to achieve credit points; BLACK need additional design input; RED items are NOT attainable
					Achievable with little to no cost specification item or process tracking				
					Toss Up: Could be Achievable with design intent OR is possible extra cost item				
					Difficult: Could be Achievable with special design intent OR is extra cost item				
					Not Possible: Not applicable to project or cost prohibitative to current budget				
Sustainable Sites						**18 Points Possible**			
					POSS				
Y					REQD	Prereq 1	**Construction Activity Pollution Prevention**	Contractor	*Contractor to develop CAPP Plan as documented in specifications*
1					1	Credit 1	**Site Selection**	Owner	***Documentation is uploaded to USGBC; Ready to be reviewed by GBCI***
				X		~~Credit 2~~	~~**Development Density / Community Connectivity**~~		***Site is in industrial area not closeby to 10 basic services***
1					1	Credit 3	**Development of Brownfield**		***Documentation is uploaded to USGBC; Ready to be reviewed by GBCI***
6					6	Credit 4.1	**Alt. Transportation**, Public Transit	Architect	*Within 1/4 mile of two public transit bus routes (Metro #66 and #92)*
1					1	Credit 4.2	**Alt. Transportation**, Bicycle Storage & Changing Rooms	Architect	*Bike racks, lockers for 5% of staff (FTE = 39)=2 racks; Plans to be uploaded*
3					3	Credit 4.3*	**Alt. Transportation**, Low-Emitting & Fuel-Efficient Vehicles	Architect	***EV Charging Station** : 5% of total (12)is req'd; LAMGBC requires 7% = 1 stall*
2					2	Credit 4.4	**Alt. Transportation**, Parking Capacity	Architect	*Parking cannot exceed local zoning ordinances (**12 total**); No visitor parking*
				X		~~Credit 5.1~~	~~**Site Development**, Restore Habitat~~		***Not possible to restore site to original habitat***
				X		~~Credit 5.2~~	~~**Site Development**, Maximize Open Spaces~~		***Not possible to add vegetated open area on this site***
	1				1	Credit 6.1	**Stormwater Design**, Quantity Control	Civil Eng.	*Storm water will be taken off site to be treated; **May need to submit CIR***
1					1	Credit 6.2	**Stormwater Design**, Quality Control	Civil Eng.	*Storm water will be taken off site to be treated at nearby City site*
1					1	Credit 7.1	**Heat Island Effect**, Non-Roof Area	Architect	***Non-roof area** (hardscape) shall be coated with Guardtop Cool Seal SRI=0.3*
1					1	Credit 7.2	**Heat Island Effect**, Roof Area	Architect	***Roof areas all comply with SRI of 30 minimum***
1					1	Credit 8	**Light Pollution Reduction**	Civil Eng.	*Ext. lighting must meet LZ3 illumination levels; levels to be shown beyond bldg*
18	1	0	0	3	19		**TOTAL**		

1/31/2017 ACTION: ***SS Credit 4.3** City requested a COR from Papich for installing a EV Charging Station and EV parking sign

Water Efficiency						**10 Points Possible**			
1					1	Credit 1.1*	**W.E. Landscaping**, Reduce by 50%	Owner / Land.	*Use rain water / recycled waste water; Native plants; **LAMGBC A4.304.2***
		1			3	Credit 1.2**	**Water Efficient Landscaping**, No Potable Use or No Irrigati	Owner / Land.	*A cistern for irrigation water could potentiall achieve 0 potable usage*
				X	2	Credit 2	**Innovative Wastewater Technology**	Civil Eng.	***Reusing gray water for non-potable use will be difficult***
2					1	Credit 3.1	**Water Use Reduction**, 30% Reduction	Architect	*Use 30% less water than baseline*
1					3	Credit 3.2	**Water Use Reduction**, 35% Reduction	Architect	*Our design uses 36.3% less water than baseline*
4	0	1	0	1	10		**TOTAL**		

1/31/2017 ACTION: ****WE Credit 1-** City requested a COR from Papich for designing and installing a below grade cistern to be used to irrigate the plants

LEED CHECKLIST

BASED ON 90% CONSTRUCTION DOCUMENT GREEN BUILDING REVIEW

Definate	Achievable	Toss Up	Difficult	Not Possible			**Definate** items which are automatically qualified or relatively easy **Achievable** with little to no cost specification item or process tracking **Toss Up:** Could be Achievable with design intent OR is possible extra cost item **Difficult:** Could be Achievable with special design intent OR is extra cost item **Not Possible:** Not applicable to project or cost prohibitative to current budget	**Credit Template Responsible Party**	**Remarks**
Energy & Atmosphere							**14 Points Possible**		
Y					REQD	Prereq 1	**Fundamental Commissioning of Building Energy System**	CxA	*Reasonably simple to attain; Commisioning Agent to review systems*
Y					REQD	Prereq 2	**Minimum Energy Performance**	Mech. Eng.	*Reasonably simple to attain; A/E coordination with specs, mnfr*
Y					REQD	Prereq 3	**Fundamental Refrigerant Management**	Mech. Eng.	*Reasonably simple to attain; A/E coordination with specs, mnfr*
						Credit 1	**Optimize Energy Performance (Two Points Required)**	Mech. Eng.	
1					1	1.1	12% Energy Efficiency better than baseline		*Reasonably simple to attain; A/E coordination with specs, mnfr*
1					2	1.2	14% New Buildings		*Reasonably simple to attain; A/E coordination with specs, mnfr*
1					2	1.3	16% New Buildings		*Enhanced Energy Performance beyond baseline by 16%*
1					2	1.4	18% New Buildings		*Enhanced Energy Performance beyond baseline by 18%*
1					2	1.5	20% New Buildings		*Enhanced Energy Performance beyond baseline by 20%*
1					2	1.6	22% New Buildings		*Enhanced Energy Performance IS* ***CURRENTLY AT 22.5% BETTER***
			1		2	1.7	24% New Buildings		***Enhanced Energy Performance by 24%; Could be difficult to attain***
	5					2***	**On-Site Renewable Energy**		*Solar design to include 10% renewable energy could get 5 points*
1					1	Credit 3	**Enhanced Commissioning**	CxA	*Review OPR, BOD; Contractor submittals; 10 month post-const. review*
7	5	0	1	0	14				

1/31/2017 ACTION: ***EA Credit 2-** City requested a COR from Papich for designing, installing and commissioning a solar array. Papich/KDG to confirm exact size (SF area) of array required for 10% renewable array

Materials & Resources							**8 Points Possible**		
Y					REQD	Prereq 1	**Storage & Collection of Recyclables**	Architect	*Area for recyclable containers is in Break Room per* ***LAMGBC 99.05.410.1***
				X		~~Credit 1.1~~	~~**Building Reuse**, Maintain 75% of Exist Walls, Floors & Roof~~	Architect	***Credit requirements are not applicable or attainable***
				X		~~Credit 1.3~~	~~**Building Reuse**, Maintain 50% of Interior Non-Structural Ele~~	Architect	***Credit requirements are not applicable or attainable***
1					1	Credit 2.1	**Construction Waste Mgmt**, Divert 50% from Landfill	Contractor	*Reasonably simple to attain; Waste tickets to be kept by Papich to upload*
1					1	Credit 2.2	**Construction Waste Mgmt**, Divert 75% from Disposal	Contractor	*Reasonably simple to attain; Waste tickets to be kept by Papich to upload*
		1				Credit 3.1	**Material Reuse**, 5% of material cost	Contractor	*Demo concrete reused as aggregate must be ($810,000 x .05)=$40,500*
1					1	Credit 4.1	**Recycled Content**, 10% (post-consumer + ½ pre-consumer)	Contractor	*10% x $810,000 = $ 81,000; Papich to confirm $ Amount*
		1			1	Credit 4.2	**Recycled Content**, 20% (post-consumer + ½ pre-consumer)	Contractor	*20% x $810,000 = $ 162,000; Papich to confirm $ Amount*
1					2	Credit 5.1	**Regional Mat.**, 10% Extracted, Processed / Manuf. Regiona	Contractor	*Regional materials must be within 50 miles from the site area*
	1				1	Credit 6****	**Rapidly Renewable Materials,** 2.5% x $810,000 = **$20,250**	Contractor	*Bamboo flooring and wainscot could help achieve credit cost of $20,250*
1					1	Credit 7	**Certified Wood,** 50% of Project Wood Materials	Contractor	*Certified wood must be 50% of all wood; 95% would earn 1 more point*
5	1	2	0	0	8				

1/31/2017 ACTION: ****MR Credit 6-** City requested COR from Papich for installing bamboo flooring in Supervisor Offices and bamboo wainscot in Conference Room: KDG to find bamboo cut

LEED CHECKLIST

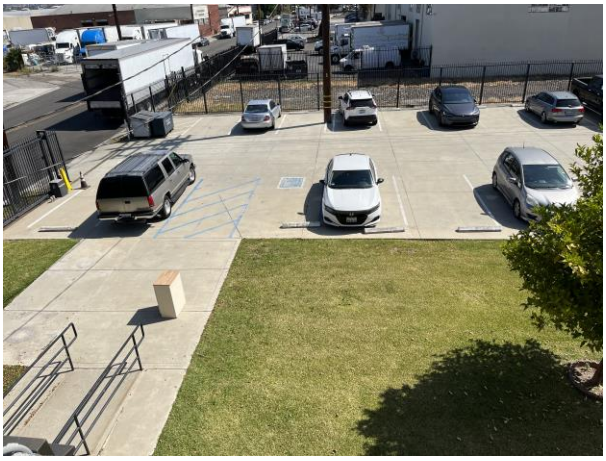
BASED ON 90% CONSTRUCTION DOCUMENT GREEN BUILDING REVIEW

Definate	Achievable	Toss Up	Difficult	Not Possible				Credit Template Responsible Party	Remarks
					Definate items which are automatically qualified or relatively easy				
					Achievable with little to no cost specification item or process tracking				
					Toss Up: Could be Achievable with design intent OR is possible extra cost iten				
					Difficult: Could be Achievable with special design intent OR is extra cost item				
					Not Possible: Not applicable to project or cost prohibitative to current budget				
Indoor Environmental Qualit					**13 Points Possible**				
Y					REQD	Prereq 1	**Minimum IAQ Performance**	Mech. Eng.	*Reasonably simple to attain; Plan to be documented in specifications*
Y					REQD	Prereq 2	**Environmental Tobacco Smoke** (ETS) **Control**	Owner	*Owner to establish designated smoking areas 25 feet from entrances*
1					1	Credit 1	**Ventilation System Monitoring**	Contractor	*Provide alarm system when ventilation varies by more than 10%*
1					1	Credit 3.1	**Construction IAQ Management Plan**, During Construction	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 3.2	**Construction IAQ Management Plan**, Before Occupancy	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 4.1	**Low-Emitting Materials**, Adhesives & Sealants	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 4.2	**Low-Emitting Materials**, Paints & Coatings	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 4.3	**Low-Emitting Materials**, Carpet Systems	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 4.4	**Low-Emitting Materials**, Comp. Wood & Agrifiber Products	Contractor	*Reasonably simple to attain; Plan to be documented in specs*
1					1	Credit 5	**Indoor Chemical & Pollutant Source Control**	Arch./ MEP	*Reasonably simple to attain; A/E coordination with specs, mnfr.*
1					1	Credit 6.1	**Controllability of Systems**, Lighting	Elect. Eng.	*Reasonably simple to attain; A/E coordination with specs, mnfr*
1					1	Credit 6.2	**Controllability of Systems**, Thermal Comfort	Mech. Eng.	*Reasonably simple to attain; A/E coordination with specs, mnfr*
		1			1	Credit 7.1	**Thermal Comfort**, Design	Mech. Eng.	***Will require the mechanical design to conform to ASHRAE 55-2004***
1					1	Credit 8.1	**Daylight and Views**, Daylighting to 75% occupied	Elect. Eng.	*Reasonably simple to attain; A/E coordination with specs*
	1				1	Credit 8.2	**Daylight and Views**, Views for 90% occupied area	Mech. Eng.	*Reasonably simple to attain; A/E coordination with specs*
11	1	1	0	0	13				
Regional Priorities					**6 Points Possible**				
	1				1	EAc2	**On-Site Renewable Energy**	City	***If EAc2 Renewable Energy is pursued, 1 additional point can be achieved***
1					1	IEQc8.1	**Daylight & Views - Daylight**	Architect	*75% of Interior occupied spaces must have daylighting*
1					1	SSc4.1	**Public Transit**	Architect	*Site is within 1/4 mile of 2 bus stops*
1					1	WEc3	**Water Use Reduction, 20% Reduction Min.**	Architect	*Design will likely meet or exceed minimum requirements*
3	1	0	0	0	4				
Innovation & Design Proces					**5 Points Possible**				
	1				1	**WEc3.1**	**Innovation in Design**: Water Efficiency 40%	Architect	***Plumbing, irrigation systems to use 40% less than baseline***
1					1	**MRc2**	**Construction Waste Mgmt:** Divert 90% away from landfill	Papich	***Contractor to record all construction waste***
		1			1	**MRc7**	**Certified Wood**: Use 95% certified wood for permanent use	Papich	***Plumbing, irrigation systems to use 40% less than baseline***
1					1	**IDc3**	**Education & Awareness:** Develop display on LEED feature	Architect/Owner	
1					1	Credit 2	**LEED® Accredited Professional**	Architect	*Assured credit*
3	1	1	0	0	5				

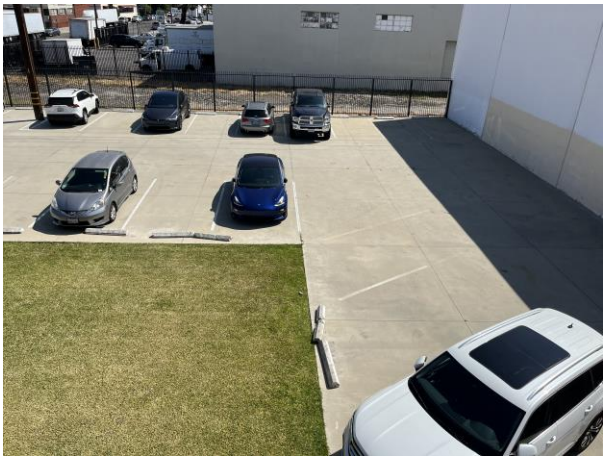
Project Summary and Projected Certification Level						
18	1	0	0	3	**19**	**Sustainable Sites**
4	0	1	0	1	**4**	**Water Efficiency**
7	5	0	1	0	**12**	**Energy & Atmosphere**
5	1	2	0	0	**6**	**Materials & Resources**
11	1	1	0	0	**12**	**Indoor Environmental Quality**
3	0	0	0	0	**3**	**Regional Priorities**
3	1	0	0	0	**4**	**Innovation & Design Process**
51	9	4	1	4	**60**	**Definate and Achievable**
					64	**Definate and Achievable with Toss Up**

Certified: 40-49 points **Silver: 50-59 points** **Gold: 60-79 points**
Platinum: 80+ points

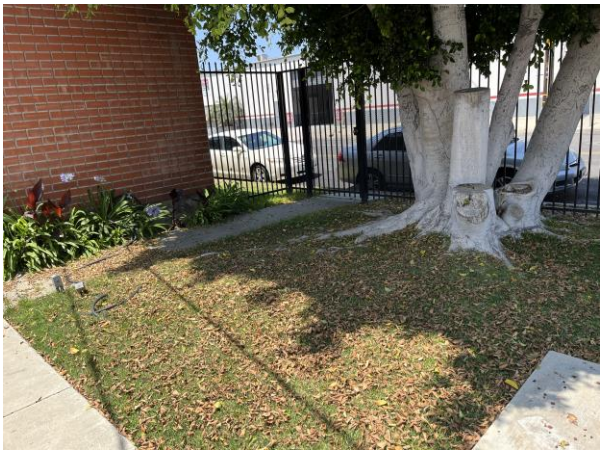
VII. PHOTOGRAPHS



1 – Northwest corner of the site



2 – North east corner of the site



3 – Non-compliant site access from the west



4 – North side of the building



5 – Typical roof mounted equipment



6 – Roof slopes to the west with no drains



7 – No parapet walls – Need to extend up 36”



8 – Roofing system to be replaced



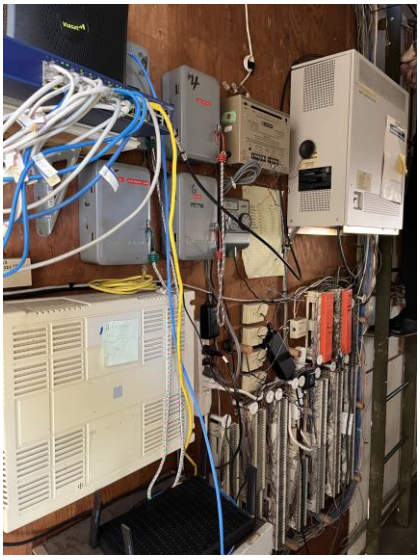
9 – Women’s restroom at 2nd floor



10 – Men’s restroom at 2nd floor



11 – Roof access hatch in Electrical Room



12 – Electrical equipment and



13 – Typical single glazed windows



14 – Existing window jamb



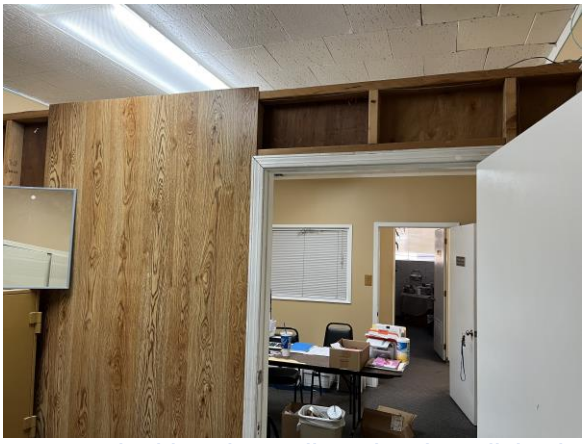
15 – Typical interior office



16 – Existing large open space



17 – Existing break room



18 – Typical interior walls to be demolished



19 – Typical restroom fixtures to be removed



20 – Men's Staff Retroom

EXHIBIT "C"

CONCEPT DESIGN
CONSTRUCTION ESTIMATE

for

Central Basin MWD - Office Building
Commerce, CA

Prepared for :

Central Basin Municipal Water District

September 30, 2023

 # 23-xxxx

Concept Design Construction Estimate

Basis of Estimate

The estimated construction cost is based on basis of design building assessment report dated June 28, 2023. Unit costs include average industry labor rates with competitive bid conditions. Competitive bid conditions generally occur when bids are received from a minimum of four general contractors and three subcontractors for each trade. Assumptions included for materials and specifications should be confirmed prior to completion of bid documents. The estimate includes general contractor general conditions, supervision, bonds, insurances, overhead, profit, cost escalation and estimating contingency.

The estimated construction cost represents our best judgment as a professional consultant familiar with the construction industry. We have no control over the cost or supply of labor, materials and equipment, a contractor's methods of determining bid prices and market conditions. We cannot and do not warranty or represent that bids or negotiated prices will not vary from the estimated construction cost.

Construction Estimate Exclusions

Professional design, testing, inspection and management fees.
Fire and all risk insurance.
Legal and financing costs.
Building permits and fees.
Construction and owners project contingency.
Furnishings, loose equipment and modular workstations.
Communications equipment.
Independent commissioning.
Temporary buildings.
Photovoltaic panels.
Utility metering.
Enhanced Scope.

Summary

Central Basin MWD - Office Building **# 23-xxxx** **# 23-xxxx**
Commerce, CA **30-Sep-23** **30-Sep-23**

Concept Design Construction Estimate		Existing Building Renovation		New Building Replacement	
		7,500 SF		7,500 SF	
COMPONENT SUMMARY		$ / GSF	$	$ / GSF	$
1. Foundations		10.77	80,800	18.85	141,400
2. Vertical Structure		48.14	361,075	40.18	301,334
3. Floor and Roof Structure		11.21	84,083	59.05	442,885
4. Exterior Cladding		36.83	276,240	89.17	668,808
5. Roofing and Waterproofing		41.73	312,973	46.95	352,111
Shell (1 - 5)		148.69	1,115,171	254.20	1,906,537
6. Interior Partitions and Doors		44.48	333,610	44.48	333,610
7. Interior Finishes - Floors, Walls, Ceilings		48.14	361,072	46.75	350,613
8. Casework, Specialties and Equipment		18.86	141,464	18.86	141,464
9. Stairs and Conveying		-	-	-	-
Interiors (6 - 9)		111.49	836,145	110.09	825,687
10. Plumbing		30.06	225,454	36.83	276,207
11. Heating, Ventilation, Air Conditioning		61.79	463,402	58.76	440,677
12. Electrical		73.12	548,379	67.06	502,929
13. Fire Protection		-	-	-	-
Mechanical and Electrical (10 - 13)		164.96	1,237,235	162.64	1,219,813
14. Site Preparation and Demolition		27.88	209,070	47.13	353,500
15. Site Development		9.66	72,424	11.60	86,968
16. Site Utilities		6.30	47,261	6.30	47,261
Sitework (14 -18)		43.83	328,755	65.03	487,729
SUBTOTAL		468.97	3,517,306	591.97	4,439,766
General Conditions and Requirements	12.0%	56.28	422,077	71.04	532,772
Bonds and Insurances	2.5%	13.13	98,485	16.58	124,313
Overhead and Profit	7.5%	40.38	302,840	50.97	382,264
TOTAL CONSTRUCTION 08/2023		578.76	$4,340,708	730.55	$5,479,115
Design / Estimate Contingency	15.0%	86.81	651,106	109.58	821,867
Cost Escalation to Construction Mid-Point 01/2025 @ 6%/year	6.0%	39.93	299,509	50.41	378,059
TOTAL CONSTRUCTION ESCALATED		705.51	$5,291,323	890.54	$6,679,041

Existing Building Renovation

Component Description	Quantity		Unit Cost		$
1. Foundations					
Reinforced concrete foundations for added shearwall and braced frame	80	CY	1,010.00		80,800
				$	80,800
2. Vertical Structure					
Steel braced frame reinforcement / misc. attachments	20	TNS	8,585.00		171,700
Shotcrete to existing brick wall including dowels- north and south walls	3,000	SF	50.50		151,500
Shoring to existing structure	7,500	SF	5.05		37,875
				$	361,075
3. Floor and Roof Structure					
Floor at grade					
Remove and replace concrete slab on grade	1,000	SF	20.20		20,200
Roof					
Remove and replace existing roof sheathing	1,000	SF	8.08		8,080
Roof nailing to existing plywood sheathing	6,500	SF	2.02		13,130
Steel straps and wood blocking at locations of wall anchors	50	EA	65.65		3,283
Steel angle diagonal bracing, purlin to wall, @ 4' o.c.	100	EA	90.90		9,090
Miscellaneous metals, carpentry and concrete	7,500	SF	4.04		30,300
				$	84,083

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
4. Exterior Cladding				
Wall ties / anchors through existing brick wall to purlins @ 8' o.	50	EA	65.65	3,283
Extend existing roof parapets	500	SF	56.56	28,280
Exterior finish				
Clean existing exterior wall	8,000	SF	1.01	8,080
Patch, repair and paint existing finish	8,000	SF	8.08	64,640
Interior finish to exterior wall				
Patch, repair and paint existing finish	6,800	SF	4.04	27,472
Exterior storefront and windows				
Windows, dual glazed	1,000	SF	111.10	111,100
Exterior doors, frames and hardware				
Doors	5	EA	3,535.00	17,675
Glazed doors	2	EA	5,050.00	10,100
Special door hardware, allowance	1	LS	5,610.55	5,611
Soffit - none				
				$ 276,240
5. Roofing and Waterproofing				
Roofing				
Roof sheathing and insulation	7,500	SF	6.82	51,131
Roofing membrane	7,500	SF	17.17	128,775
Roofing upstands and sheet metal	7,500	SF	6.06	45,450
Equipment pads	100	SF	13.25	1,325
Walkway pads	250	SF	11.87	2,967
Skylights	500	SF	151.50	75,750
Caulking and sealants	7,500	SF	1.01	7,575

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
				$ 312,973
6. Interior Partitions and Doors				
Partition framing				
Steel stud framing, 6" @ 16" o.c. - 20 ga.	1,000	SF	10.74	10,738
Steel stud framing, 3-5/8" @ 16" o.c. - 20 ga.	6,500	SF	9.13	59,370
Steel stud furring, 3-5/8" @ 16" o.c. - 20 ga.	1,300	SF	10.74	13,960
Fire safing	200	LF	7.05	1,410
Backing plates	7,500	LF	7.23	54,223
Partition surfacing				
Gypsum board, painted	13,000	SF	6.57	85,345
Gypsum board underlayment	2,600	SF	6.57	17,069
Sound insulation				
Batt insulation	6,500	SF	2.67	17,369
Caulk sound partition	650	LF	4.64	3,017
Interior windows	100	SF	88.88	8,888
Interior doors, frames and hardware				
Doors	10	EA	3,030.00	30,300
Glazed doors	5	EA	4,747.00	23,735
Special door hardware allowance	1	LS	8,186.30	8,186
				$ 333,610
7. Interior Finishes - Floors, Walls, Ceilings				
Flooring				
Carpet tiles				
Open office space	2,202	SF	8.08	17,792
Board room	1,710	SF	8.08	13,817
Community room	850	SF	8.08	6,868
Small conference room	120	SF	8.08	970
Closed session meeting room	290	SF	8.08	2,343
Luxury vinyl tile				

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
Secured entrance vestibule	225	SF	11.11	2,500
Entrance reception	325	SF	11.11	3,611
Expanded staff break area	305	SF	11.11	3,389
Hosted data center	405	SF	11.11	4,500
Porcelain tile				
Public men's restroom	170	SF	28.28	4,808
Public women's restroom	170	SF	28.28	4,808
Staff women's restroom	190	SF	28.28	5,373
Staff men's restroom	190	SF	28.28	5,373
Level and prepare existing floor to receive new finish	7,500	SF	2.53	18,938
Base				
Rubber base	1,000	LF	3.54	3,535
Porcelain tile	240	LF	6.82	1,636
Walls, allowance	7,500	SF	10.10	75,750
Ceiling				
Suspended acoustical ceiling tile				
Open office space	1,652	SF	10.10	16,680
Board room	1,283	SF	10.10	12,953
Community room	638	SF	10.10	6,439
Small conference room	120	SF	10.10	1,212
Closed session meeting room	290	SF	10.10	2,929
Secured entrance vestibule	225	SF	10.10	2,273
Entrance reception	325	SF	10.10	3,283
Expanded staff break area	305	SF	10.10	3,081
Hosted data center	405	SF	10.10	4,091
Acoustic ceiling clouds / baffles				
Open office space	551	SF	50.50	27,800
Board room	428	SF	50.50	21,589
Community room	213	SF	50.50	10,731
Gypsum board, painted				
Public men's restroom	170	SF	24.24	4,121
Public women's restroom	170	SF	28.28	4,808
Staff women's restroom	190	SF	28.28	5,373
Staff men's restroom	190	SF	28.28	5,373
Gypsum board soffit and details, painted	1,000	SF	28.28	28,280
Batt insulation	7,500	SF	3.21	24,049

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
				$ 361,072
8. Fixed Equipment, Casework and Specialties				
Toilet partitions and accessories				
Toilet partitions	1	LS	15,150.00	15,150
Toilet accessories	1	LS	20,200.00	20,200
Janitor's accessories	1	LS	1,515.00	1,515
Casework				
Common areas				
Lobby / reception	20	LF	909.00	18,180
Countertop and base cabinet				
Board room	10	LF	505.00	5,050
Community room	10	LF	505.00	5,050
Small conference room	10	LF	505.00	5,050
Closed session meeting room	10	LF	505.00	5,050
Expanded staff break area	10	LF	505.00	5,050
Vanity countertop, restrooms	20	LF	303.00	6,060
Code signage	7,500	SF	2.02	15,150
Window treatment				
Roller shades, exterior	1,000	SF	18.18	18,180
Roller shades, interior	100	EA	18.18	1,818
Fixed equipment				
Markerboards and tackboards	1	LS	5,050.00	5,050
Fire extinguisher and cabinets	4	EA	697.76	2,791
Breakroom appliances	1	LS	2,525.00	2,525
Walk-off mat	100	SF	95.95	9,595
				$ 141,464
9. Stairs and Conveying				
				$ -

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
10. Plumbing				
Sanitary fixtures and connection piping				
Water closet	8	EA	2,171.50	17,372
Urinal	4	EA	2,095.75	8,383
Lavatory	8	EA	1,868.50	14,948
Sinks	1	EA	2,373.50	2,374
Service sink	1	EA	3,232.00	3,232
Drinking fountain with bottle filler	1	EA	4,545.00	4,545
Sanitary waste, vent and service piping				
Fixture sanitary waste, vent and service piping - extend/modify existing	23	EA	2,020.00	46,460
Floor drains and sinks	5	EA	1,670.29	8,351
Hose bibbs	6	EA	1,537.57	9,225
Condensate drainage piping	50	LF	41.26	2,063
Water heating equipment, pumps and tanks	7,500	SF	5.05	37,875
Natural gas piping				
Piping	100	LF	55.55	5,555
Earthquake valve	1	EA	1,515.00	1,515
Meter, relocate exiting	1	EA	2,020.00	2,020
Rainwater drainage				
Roof and overflow drains	8	EA	708.11	5,665
Piping	200	LF	52.11	10,421
Trade demolition	7,500	SF	4.04	30,300
Test, purge and sterilize	7,500	SF	2.02	15,150
			$	225,454

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
11. Heating, Ventilating and Air Conditioning				
Piping and insulation	7,500	SF	3.03	22,725
Air handling equipment	7,500	SF	14.14	106,050
Ventilation equipment / exhaust fans	7,500	SF	7.32	54,919
Air distribution and return			-	-
Galvanized ductwork	9,375	LBS	12.83	120,306
Flexible ductwork connections	60	EA	152.43	9,146
Dampers, volume	50	EA	212.07	10,604
Insulation	6,563	SF	3.74	24,513
Diffusers, registers and grilles	7,500	SF	4.55	34,088
Trade demolition	7,500	SF	3.03	22,725
Building controls	7,500	SF	6.06	45,450
Testing and balancing	7,500	SF	1.72	12,878
			$	463,402
12. Electrical				
Main power and distribution				
Main switchboard, 208/120V	400	AM	131.30	52,520
Feeder, conduit and wire	100	LF	65.65	6,565
Equipment connections and switches	7,500	SF	1.26	9,469
Power				
Panel boards	3	EA	6,060.00	18,180
Feeder conduit and wire	75	LF	50.50	3,788
Outlets conduit and wire	50	EA	469.96	23,498

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
Grounding	7,500	SF	0.51	3,788
Lighting				
Fixtures, conduits and wire				
Enclosed area	7,500	SF	18.18	136,350
Exterior building light fixtures	1	LS	10,100.00	10,100
Switches, conduit and wire	7,500	SF	1.01	7,575
Occupancy sensor and dimmers, conduit and wire	7,500	SF	0.51	3,788
Lighting controls	7,500	SF	0.61	4,545
Telephone and data				
Telephone and data conduit and outlets	15	EA	398.95	5,984
Wireless conduit and outlets	8	EA	454.50	3,636
Telephone and data cabling	23	EA	852.20	19,601
Telephone equipment racks and cabinets	1	LS	10,100.00	10,100
Cable tray, 12"	50	LF	40.40	2,020
Plywood, 3/4"	300	SF	3.87	1,160
Audiovisual system				
AV equipment	1	LS	50,500.00	50,500
AV conduit and wire	7,500	SF	2.02	15,150
Fire alarm system				
Fire alarm control panel	1	EA	16,126.28	16,126
Fire alarm annunciator	1	EA	11,957.05	11,957
Fire alarm terminal cabinet	1	EA	5,883.14	5,883
Fire alarm devices, conduit and cable	40	EA	690.55	27,622
Access control / intrusion alarm system	7,500	SF	3.03	22,725
Video surveillance system	7,500	SF	4.04	30,300
Trade demolition	7,500	SF	6.06	45,450
				$ 548,379

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
13. Fire Protection				
Automatic fire sprinkler system - none				
			$	-
14. Site Preparation and Demolition				
Building demolition				
Temp barriers, noise and dust control	7,500	SF	1.01	7,575
Selective demolition	7,500	SF	6.06	45,450
Hazardous material abatement, allowance	7,500	SF	20.20	151,500
Site clearing and grading	450	SF	10.10	4,545
			$	209,070
15. Site Development				
Paving				
Remove and replace paving affected by utility trenching	150	SF	23.23	3,485
New concrete walkway	200	SF	18.18	3,636
New concrete curbs	50	LF	28.28	1,414
New concrete ramp	150	SF	56.56	8,484
New concrete stairs	100	SF	40.40	4,040
Handrails and guardrails	50	LF	252.50	12,625
Pavement marking and signage				
Parking stall	27	EA	35.35	954
Electric vehicle parking stall	3	EA	353.50	1,061
Accessible parking stall	2	EA	353.50	707
Accessible striping	100	SF	2.78	278
Wheel stops	8	EA	202.00	1,616

Existing Building Renovation

Component Description	Quantity		Unit Cost	$
Electric vehicle charging stations	3	EA	11,374.88	34,125
			$	72,424

16. Site Utilities

Site drainage				
Piping	50	LF	110.05	5,503
Connect to existing	1	EA	2,525.00	2,525
Sewer				
Piping, 6"	50	LF	110.05	5,503
Cleanout	14	EA	969.26	13,570
Connect to existing	1	EA	2,525.00	2,525
Domestic water				
Piping, 4"	50	LF	99.57	4,978
Thrust block	1	EA	826.18	826
Reduced pressure detector assembly	1	EA	6,107.83	6,108
Water meter	1	EA	3,198.57	3,199
Connect to existing	1	EA	2,525.00	2,525
			$	47,261

New Building

Component Description	Quantity		Unit Cost		$
1. Foundations					
Reinforced concrete foundations					
Column and wall footing	100	CY	858.50		85,850
Overexcavation and recompaction, allow 36" deep	1,000	CY	55.55		55,550
				$	141,400
2. Vertical Structure					
Steel columns and bracing	39	TNS	7,726.50		301,334
				$	301,334
3. Floor and Roof Structure					
Floor at grade					
Reinforced concrete slab on grade, 5"	7,500	SF	15.15		113,625
Roof					
Steel framing	30	TNS	7,726.50		231,795
Metal deck	7,500	SF	9.09		68,175
Concrete curbs	250	LF	26.26		6,565
Miscellaneous metals and concrete	7,500	SF	3.03		22,725
				$	442,885
4. Exterior Cladding					
Wall framing, furring and insulation					

New Building

Component Description	Quantity		Unit Cost	$
Steel stud framing, 6" @ 16" o.c. - 18 ga.	8,000	SF	12.89	103,088
Steel stud furring, 4" @ 16" o.c. - 18 ga.	1,600	SF	10.96	17,537
Exterior densglass sheathing	9,200	SF	4.80	44,137
Weather barrier	9,200	SF	3.59	32,987
Batt insulation	6,800	SF	2.83	19,230
Exterior finish				
Cement plaster	8,000	SF	30.30	242,400
Roofing membrane to back of parapet	1,200	SF	16.92	20,301
Interior finish to exterior wall				
Gypsum board, painted	6,800	SF	6.57	44,642
Exterior storefront and windows				
Windows, dual glazed	1,000	SF	111.10	111,100
Exterior doors, frames and hardware				
Doors	5	EA	3,535.00	17,675
Glazed doors	2	EA	5,050.00	10,100
Special door hardware, allowance	1	LS	5,610.55	5,611
Soffit - none				
			$	668,808

5. Roofing and Waterproofing

Roofing				
Roof sheathing and insulation	7,500	SF	8.84	66,281
Roofing membrane	7,500	SF	17.17	128,775
Roofing upstands and sheet metal	7,500	SF	7.58	56,813
Equipment pads	100	SF	13.25	1,325
Walkway pads	250	SF	11.87	2,967
Skylights	500	SF	151.50	75,750
Roof access hatch and ladder	1	EA	5,050.00	5,050
Caulking and sealants	7,500	SF	2.02	15,150

New Building

Component Description	Quantity		Unit Cost	$
				$ 352,111
6. Interior Partitions and Doors				
Partition framing				
Steel stud framing, 6" @ 16" o.c. - 20 ga.	1,000	SF	10.74	10,738
Steel stud framing, 3-5/8" @ 16" o.c. - 20 ga.	6,500	SF	9.13	59,370
Steel stud furring, 3-5/8" @ 16" o.c. - 20 ga.	1,300	SF	10.74	13,960
Fire safing	200	LF	7.05	1,410
Backing plates	7,500	LF	7.23	54,223
Partition surfacing				
Gypsum board, painted	13,000	SF	6.57	85,345
Gypsum board underlayment	2,600	SF	6.57	17,069
Sound insulation				
Batt insulation	6,500	SF	2.67	17,369
Caulk sound partition	650	LF	4.64	3,017
Interior windows	100	SF	88.88	8,888
Interior doors, frames and hardware				
Doors	10	EA	3,030.00	30,300
Glazed doors	5	EA	4,747.00	23,735
Special door hardware allowance	1	LS	8,186.30	8,186
				$ 333,610
7. Interior Finishes - Floors, Walls, Ceilings				
Flooring				
Carpet tiles				
Open office space	2,202	SF	8.08	17,792
Board room	1,710	SF	8.08	13,817
Community room	980	SF	8.08	7,918
Small conference room	120	SF	8.08	970
Closed session meeting room	280	SF	8.08	2,262

New Building

Component Description	Quantity		Unit Cost	$
Luxury vinyl tile				
Secured entrance vestibule	225	SF	11.11	2,500
Entrance reception	325	SF	11.11	3,611
Expanded staff break area	360	SF	11.11	4,000
Hosted data center	405	SF	11.11	4,500
Porcelain tile				
Public men's restroom	205	SF	28.28	5,797
Public women's restroom	205	SF	28.28	5,797
Staff women's restroom	190	SF	28.28	5,373
Staff men's restroom	190	SF	28.28	5,373
Base				
Rubber base	1,000	LF	3.54	3,535
Porcelain tile	240	LF	6.82	1,636
Walls, allowance	7,500	SF	10.10	75,750
Ceiling				
Suspended acoustical ceiling tile				
Open office space	1,652	SF	10.10	16,680
Board room	1,283	SF	10.10	12,953
Community room	735	SF	10.10	7,424
Small conference room	120	SF	10.10	1,212
Closed session meeting room	280	SF	10.10	2,828
Secured entrance vestibule	225	SF	10.10	2,273
Entrance reception	325	SF	10.10	3,283
Expanded staff break area	360	SF	10.10	3,636
Hosted data center	405	SF	10.10	4,091
Acoustic ceiling clouds / baffles				
Open office space	551	SF	50.50	27,800
Board room	428	SF	50.50	21,589
Community room	245	SF	50.50	12,373
Gypsum board, painted				
Public men's restroom	205	SF	24.24	4,969
Public women's restroom	205	SF	28.28	5,797
Staff women's restroom	190	SF	28.28	5,373
Staff men's restroom	190	SF	28.28	5,373
Gypsum board soffit and details, painted	1,000	SF	28.28	28,280
Batt insulation	7,500	SF	3.21	24,049

New Building

Component Description	Quantity		Unit Cost	$
				$ 350,613
8. Fixed Equipment, Casework and Specialties				
Toilet partitions and accessories				
Toilet partitions	1	LS	15,150.00	15,150
Toilet accessories	1	LS	20,200.00	20,200
Janitor's accessories	1	LS	1,515.00	1,515
Casework				
Common areas				
Lobby / reception	20	LF	909.00	18,180
Countertop and base cabinet				
Board room	10	LF	505.00	5,050
Community room	10	LF	505.00	5,050
Small conference room	10	LF	505.00	5,050
Closed session meeting room	10	LF	505.00	5,050
Expanded staff break area	10	LF	505.00	5,050
Vanity countertop, restrooms	20	LF	303.00	6,060
Code signage	7,500	SF	2.02	15,150
Window treatment				
Roller shades, exterior	1,000	SF	18.18	18,180
Roller shades, interior	100	EA	18.18	1,818
Fixed equipment				
Markerboards and tackboards	1	LS	5,050.00	5,050
Fire extinguisher and cabinets	4	EA	697.76	2,791
Breakroom appliances	1	LS	2,525.00	2,525
Walk-off mat	100	SF	95.95	9,595
				$ 141,464
9. Stairs and Conveying				
				$ -

New Building

Component Description	Quantity		Unit Cost	$
10. Plumbing				
Sanitary fixtures and connection piping				
Water closet	8	EA	2,171.50	17,372
Urinal	4	EA	2,095.75	8,383
Lavatory	8	EA	1,868.50	14,948
Sinks	1	EA	2,373.50	2,374
Service sink	1	EA	3,232.00	3,232
Drinking fountain with bottle filler	1	EA	4,545.00	4,545
Sanitary waste, vent and service piping				
Fixture sanitary waste, vent and service piping - extend/modify existing	23	EA	5,050.00	116,150
Floor drains and sinks	5	EA	1,670.29	8,351
Hose bibbs	6	EA	1,537.57	9,225
Condensate drainage piping	50	LF	41.26	2,063
Water heating equipment, pumps and tanks	7,500	SF	5.05	37,875
Natural gas piping				
Piping	100	LF	55.55	5,555
Earthquake valve	1	EA	1,515.00	1,515
Meter, relocate exiting	1	EA	2,020.00	2,020
Rainwater drainage				
Roof and overflow drains	8	EA	708.11	5,665
Piping	200	LF	52.11	10,421
Test, purge and sterilize	7,500	SF	3.54	26,513
			$	276,207

New Building

Component Description	Quantity		Unit Cost	$
11. Heating, Ventilating and Air Conditioning				
Piping and insulation	7,500	SF	3.03	22,725
Air handling equipment	7,500	SF	14.14	106,050
Ventilation equipment / exhaust fans	7,500	SF	7.32	54,919
Air distribution and return			-	-
Galvanized ductwork	9,375	LBS	12.83	120,306
Flexible ductwork connections	60	EA	152.43	9,146
Dampers, volume	50	EA	212.07	10,604
Insulation	6,563	SF	3.74	24,513
Diffusers, registers and grilles	7,500	SF	4.55	34,088
Building controls	7,500	SF	6.06	45,450
Testing and balancing	7,500	SF	1.72	12,878
			$	440,677
12. Electrical				
Main power and distribution				
Main switchboard, 208/120V	400	AM	131.30	52,520
Feeder, conduit and wire	100	LF	65.65	6,565
Equipment connections and switches	7,500	SF	1.26	9,469
Power				
Panel boards	3	EA	6,060.00	18,180
Feeder conduit and wire	75	LF	50.50	3,788
Outlets conduit and wire	50	EA	469.96	23,498
Grounding	7,500	SF	0.51	3,788

New Building

Component Description	Quantity		Unit Cost	$
Lighting				
Fixtures, conduits and wire				
Enclosed area	7,500	SF	18.18	136,350
Exterior building light fixtures	1	LS	10,100.00	10,100
Switches, conduit and wire	7,500	SF	1.01	7,575
Occupancy sensor and dimmers, conduit and wire	7,500	SF	0.51	3,788
Lighting controls	7,500	SF	0.61	4,545
Telephone and data				
Telephone and data conduit and outlets	15	EA	398.95	5,984
Wireless conduit and outlets	8	EA	454.50	3,636
Telephone and data cabling	23	EA	852.20	19,601
Telephone equipment racks and cabinets	1	LS	10,100.00	10,100
Cable tray, 12"	50	LF	40.40	2,020
Plywood, 3/4"	300	SF	3.87	1,160
Audiovisual system				
AV equipment	1	LS	50,500.00	50,500
AV conduit and wire	7,500	SF	2.02	15,150
Fire alarm system				
Fire alarm control panel	1	EA	16,126.28	16,126
Fire alarm annunciator	1	EA	11,957.05	11,957
Fire alarm terminal cabinet	1	EA	5,883.14	5,883
Fire alarm devices, conduit and cable	40	EA	690.55	27,622
Access control / intrusion alarm system	7,500	SF	3.03	22,725
Video surveillance system	7,500	SF	4.04	30,300
				$ 502,929

New Building

Component Description	Quantity		Unit Cost	$
13. Fire Protection				
Automatic fire sprinkler system - none				
			$	-
14. Site Preparation and Demolition				
Selective demolition	7,500	SF	15.15	113,625
Hazardous material abatement, allowance	7,500	SF	20.20	151,500
Site clearing and grading	8,750	SF	10.10	88,375
			$	353,500
15. Site Development				
Paving				
Premove and replace paving affected by utility trenching	150	SF	23.23	3,485
New concrete walkway	1,000	SF	18.18	18,180
New concrete curbs	50	LF	28.28	1,414
New concrete ramp	150	SF	56.56	8,484
New concrete stairs	100	SF	40.40	4,040
Handrails and guardrails	50	LF	252.50	12,625
Pavement marking and signage				
Parking stall	27	EA	35.35	954
Electric vehicle parking stall	3	EA	353.50	1,061
Accessible parking stall	2	EA	353.50	707
Accessible striping	100	SF	2.78	278
Wheel stops	8	EA	202.00	1,616
Electric vehicle charging stations	3	EA	11,374.88	34,125

New Building

Component Description	Quantity		Unit Cost	$
				$ 86,968
16. Site Utilities				
Site drainage				
Piping	50	LF	110.05	5,503
Connect to existing	1	EA	2,525.00	2,525
Sewer				
Piping, 6"	50	LF	110.05	5,503
Cleanout	14	EA	969.26	13,570
Connect to existing	1	EA	2,525.00	2,525
Domestic water				
Piping, 4"	50	LF	99.57	4,978
Thrust block	1	EA	826.18	826
Reduced pressure detector assembly	1	EA	6,107.83	6,108
Water meter	1	EA	3,198.57	3,199
Connect to existing	1	EA	2,525.00	2,525
				$ 47,261

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Naja Braddock

ACTION ITEM

Interim General Manager Employment Agreement - Eileen Jung

RECOMMENDED MOTION:

Staff recommends that the Board of Directors:
(1)Approve the draft Employment Agreement for Position of Interim General Manager that has been negotiated and published, and is included as Exhibit A; or
(2) District staff to continue negotiations based on feedback during open session deliberations.

EXHIBITS:

Interim GM Memo 3.25.24 Board Meeting.pdf
CBMWD - Jeng Agreement 2024-03-19.pdf

Central Basin
Municipal Water District

MARCH 14, 2024 – Administration & Finance
Garza, Gualtieri, Chacon
MARCH 25, 2024 – Board Meeting
Prepared by: Zachery Lopes, Assistant General Counsel
Submitted by: Naja Braddock, MBA
Approved by: Victor Ponto

ACTION ITEM

DISCUSSION AND APPROVAL OF APPOINTMENT FOR INTERIM GENERAL MANAGER: ELAINE JENG, P.E.

SUMMARY:

At the March 7, 2024 Special Board meeting, the Board interviewed four candidates for the position of Interim General Manager. Pursuant to the Brown Act, executive compensation, such as compensation for Interim General Manager, must be approved at a regularly scheduled Board meeting as a closed session item.

The District's Human Resources Manager worked with legal counsel and the Board Chair to draft a proposed contract for the Interim General Manager position. It is substantially similar in terms to the draft contract presented in Exhibit A. If the Board approves this contract, it will be active until the prior General Manager returns or a permanent General Manager is hired, or if it is terminated by either party as set forth in the contract.

PROCUREMENT PROCESS

The Human Resources Manager posted the Interim General Manager position on the following job boards and websites for one week, from February 27th through March 5th: American Water Works Association (AWWA), Governmentjobs.com, PublicCEO.com, BC Water Jobs and our own Central Basin Municipal Water District website. At the Board Meeting held on Wednesday, March 6, 2024, the Board chose their top candidates for an in-person interview. On Thursday, March 7, 2024, during a Special Board meeting, the Board interviewed four candidates and choose Elaine Jeng, P.E. for the position, subject to agreement on contractual terms.

FISCAL IMPACTS:

The item is not budgeted for the fiscal year 2023-2024. The funds will be coming from the District's reserve account for fiscal year 2023-2024. Ongoing funding will be included in the subsequent proposed budget for Board adoption and approval for fiscal year 2024-2025.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not reviewed by the Administration & Finance Committee.

RECOMMENDED MOTION:

Staff recommends that the Board of Directors:

(1) Approve the draft Employment Agreement for Interim Manager that has been negotiated and published, and is included as Exhibit A; or

(2) Direct staff to continue negotiations based on feedback during open session deliberations.

EXHIBITS:

Exhibit “A” – draft Employment Agreement for Interim General Manager

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CENTRAL BASIN MUNICIPAL WATER DISTRICT
EMPLOYMENT AGREEMENT
FOR INTERIM GENERAL MANAGER

This Employment Agreement (herein "Agreement") is made and entered into as of the ____ day of _____ 2024**,** ("Effective Date"), by and between the Central Basin Municipal Water District (hereinafter the "District"} and Elaine Jeng (hereinafter "Employee").

RECITALS

WHEREAS, District wishes to engage the services of Employee as the Interim General Manager of the District and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement.

WHEREAS, Employee represents she is familiar with the powers and duties of the General Manager position as set forth in the District's Administrative Code at Part 3, Chapter 1, Article 1.1 through 1.4, incorporated by this reference, the job description for the position, the position's legal requirements generally, and the industry standards related to the position; and

WHEREAS, Employee represents and warrants that she has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

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

1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of Interim General Manager. Employee shall perform the duties and responsibilities of that position as specified in Part 3, Chapter 1, Article 1.1 through 1.4 of the District's Administrative Code, the job description for the position and as otherwise imposed by law or industry standards, as well as such legally permissible further duties and functions as shall, from time to time, be assigned by the Board. More specifically, Employee shall direct the District's activities in recycling and distribution of water, including but not limited to operations, maintenance, management, and engineering in accordance with the directions and policy established by the Board of Directors from time to time. She shall do and perform all other services and acts necessary or advisable to manage and conduct the business of the District and as directed by the Board of Directors.

B. Employee shall devote such time, interest, and effort to the performance of her duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of her ability, in an efficient and competent manner consistent with the standards of the profession. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position with regular required office hours Monday through Friday and weekend hours when required in the best interests of the District.

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2. TERM.

A. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent General Manager employed by the District, or; (ii) upon termination of the Agreement by either the Employee or District as provided in this Agreement.

3. TERMINATION AND SEVERANCE.

A. It is expressly understood that Employee, in her capacity as Interim General Manager, is a contracted employee serving at the pleasure of the Board, subject to termination pursuant to the terms of this Agreement.

B. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity.

C. At any time during the term of this Agreement or any extension thereof, the Board reserves the right in accordance with Part 3, Chapter 1, Article 1.5 of the District's Administrative Code to terminate the employment of Employee and determine her last day of employment upon a majority vote by the Board at a duly noticed Board meeting.

1. In the event that this Agreement is terminated before the end of its term "for cause" as defined below, no further compensation or benefit shall be made to the Employee. For purposes of this Agreement, cause for termination shall be deemed to exist where: (1) Employee is convicted of any misdemeanor or felony under state or federal law; (2) Employee commits any flagrant act of dishonesty or an act involving moral turpitude, which materially and adversely affects the image of the District or the ability of the General Manager to execute her duties; (3) Employee commits gross negligence in the performance of her duties; (4) Employee is repeatedly absent from work without prior authorized excuse; (5) Employee breaches any material term of this Agreement; (6) Employee commits a material failure to disclose information regarding the business or operation of the District that hinders or impairs the Board's ability to make informed decisions for its duties; (7) Employee commits a material failure to follow clear and legal directives of a majority of the District's Board provided in a duly noticed public meeting, including closed session.

2. Employee expressly waives any rights to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except when Employee has a California or federal constitutional right to a name-clearing hearing.

3. **Arbitration.** Any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of its provisions, or any other controversy arising out of the Employee's employment, including, but not limited to, any state or federal statutory claims, shall be submitted to arbitration in Los Angeles County, California, before a

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sole arbitrator elected from the Judicial Arbitration and Mediation Services, Inc., Los Angeles County, California or its successor (hereinafter referred to as ..JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of California Code of Civil Procedures §§ 1280 et seq. as the exclusive forum for the resolution of such dispute; provided, however, that provisional injunctive relief may, but need not be, sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court hall remain effective until the matter is finally determined by the Arbitrator.

Final resolution of any dispute through the arbitration may include any remedy or relief that the arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any award or relief granted by the arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement. The parties agree that the parties shall split arbitration costs evenly, including the arbitrator's fee.

4. The provisions of California Government Code sections 53243 through 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement. Thus, if Employee is convicted of a crime involving an abuse of her office or position, whether before or after release from employment, Employee shall fully reimburse the District for any severance pay, paid leave, salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

D. The Employee may terminate this Agreement upon written notice to the Board and with ninety (90) days prior notice, unless the parties otherwise agree. The District shall have the option, in its sole discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the District's obligations under this Agreement shall cease.

4. COMPENSATION AND REIMBURSEMENT.

A. **Salary.** The District agrees to pay Employee for services rendered pursuant hereto at a rate of Two Hundred Sixty-Five Thousand Dollars ($265,000.00) annually, pursuant to the procedures regularly established and as they may be

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amended by the District in its sole discretion. All compensation and comparable payments to be paid to Employee shall be less withholdings and taxes required by law. Any salary adjustments shall be made as set forth in this Agreement and merit-based depending upon Employee's performance evaluation.

B. **CalPERS Benefit.** Employee shall be entitled to participate in the District-sponsored California Public Employees Retirement System (CalPERS) in accordance with the terms of the District's contract with CalPERS and, subject to CalPERS confirmation, Employee's CalPERS plan formula is 2% at 55. Consistent with applicable law, the District reserves the right to modify, supplement, rescind, or revise any provision of the District's CalPERS plan, or to cease providing certain benefits, from time to time as it deems necessary or appropriate in its sole discretion. District will contribute both the employer and employee contribution rate as calculated by CalPERS.

5. BENEFITS.

In addition to the compensation set forth in Section 4 the Employee shall be entitled to the following benefits:

A. **Job-Related Expense Reimbursement** The District will pay the Employee's legitimate good faith business expenses incurred in connection with District business, as required under law or provided for other employees of the District and upon the s ame terms and condition as those which apply to other employees of the District.

B. **Employee Benefits.** Except as otherwise provided herein, while employed with the District, Employee shall be entitled to participate in District-sponsored benefit plans including health (medical, dental, vision, HRA benefits) and to receive the District's standard employee benefits to the extent that Employee is otherwise qualified to participate under the terms of any applicable benefit plans or District rules relating to those benefits. Consistent with applicable law, the District reserves the right to modify, supplement, rescind, or revise any provision of District benefit plans, or to cease providing certain benefits, or to add new benefits, from time to time as it deems necessary or appropriate in its sole discretion.

C. **Paid Vacation.** Employee will accrue paid vacation at the rate of 5.77 hours biweekly (approximately) for a maximum of up to fifteen (15) days (150 hours) of vacation annually, subject to the District's vacation accrual policies as established by the District's Administrative Code.

D. **Paid Sick Leave.** Employee shall accrue paid sick leave at a rate of approximately 4.62 hours every pay period, up to 120 hours or 12 days of paid sick leave in a calendar year, in accordance with the Administrative Code and state law.

E. **Personal Leave.** Employee shall be provided, to use at her sole discretion, twenty (20) hours of personal leave upon commencement of employment in accordance with the Administrative Code.

F. **Reimbursement of Expenses.** The District will provide the following: (1)

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technology equipment, including a phone with paid service connection and a laptop with paid service connection; and (2) a corporate credit card to be used pursuant to the District's Travel Expenses and Reimbursement for District Employees policy.

G. **Professional Development.** The District shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable District practice, as it may be amended from time to time in the District's sole discretion) for Board approved professional and official travel, meetings, and similarly necessary functions, including, but not limited to, Board approved groups and committees of which Employee is a member, as well as university courses, institutes and seminars necessary for the Employee's professional development and the good of the District.

H. **Bonding.** The District shall bear the full cost of any fidelity or other bonds required under any law or ordinance in order to discharge the duties of Employee's position.

I. **Automobile Transportation Allowance.** The Employee agrees to use her personally owned vehicle for local travel in the performance of her work-related duties. All expenses associated with such use shall be the Employee's responsibility. As consideration for the use of her personal vehicle to perform work-related duties, the District shall provide the Employee with a monthly Automobile transportation allowance consistent with that provided to the District's Board of Directors, as set forth in the District's Administrative Code, currently $397 per month.

J. **Medical Exam.** The Employee shall have a comprehensive medical examination. The physician shall provide a written statement to the Board certifying the Employee's fitness for duty. Thereafter, the Employee shall have a comprehensive medical examination every two years, following which the physician shall provide a written statement to the Board certifying the Employee's fitness for duty. Any expense for the medical examination shall be borne by the District.

K. **Other Benefits.** Except as otherwise provided herein, and once eligibility requirements have been met, the District agrees to provide the Employee with the same fringe benefits, including but not limited to medical, dental, and vision care plans, and all other benefits which the District, in its discretion as may be revised from time to time during the continuance of this Agreement, provides for other employees of the District and upon the same terms and conditions as those which apply to other employees of the District.

OUTSIDE EMPLOYMENT, CONDUCT, AND BEHAVIOR.

L. During the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, for compensation, without the prior written consent of Employer. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach

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of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of Employer.

M. Employee shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of General Manager or which give rise to the appearance of impropriety.

N. Employee covenants and agrees with Employer that Employee will not, during the initial or extended term of this Agreement and thereafter directly or indirectly use, communicate, disclose, or disseminate to anyone (except to the extent reasonably necessary for Employee to perform Employee's duties hereunder, except as required by law, or except if generally available to the public otherwise than through use, communication, disclosure, or dissemination by Employee) any Confidential Information (as hereinafter defined) concerning the busines s or affairs of Employer or of any of its affiliates or subsidiaries which Employee may have acquired in the course of or as incident to Employee's employment or prior dealings with Employer or with any of its affiliates or subsidiaries.

1. "Confidential Information" shall mean: (a) all knowledge, information, trade secret, process, procedure, and/or material concerning Employer or its business or the business of any of its affiliates or subsidiaries that shall become known to Employee as a consequence of Employee's relationship with Employer, (b) all information that has been disclosed to Employer by any third party under an agreement or circumstances requiring such information to be kept confidential, and (c) all knowledge, information, trade secret, process, procedure, and/or material concerning inventions that are owned by Employer or assigned to Employer; provided that the Confidential Information shall not include knowledge, information, process, procedure, and/or material that exists or becomes generally known or available to others in businesses engaged in by Employer or to the public (other than through unauthorized disclosure). Confidential Information shall include without limitation (a) information of a technical nature, such as information regarding past, present, and future research, financial data, product information, marketing plans, computer programs (whether in source or object code form or other form and whether contained on program listings, magnetic tape, magnetic disks, CD ROMS or any other media), logic, flow charts, specifications, documentation and ideas relating to the activities of Employer, (b) information of a business nature, such as Information regarding past, present, and future client development, strategies, procurement specifications, costs and financial data, contracts, quotations, and names of actual and prospective clients or customers, and (c) all documents, drawings, reports, client lists, and other physical embodiments of all such information.

O. The Employer may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or

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in conflict with the provisions of this Agreement or any federal, state, or local law. Employee shall also adhere to the District's Administrative Code and all of Employer's Rules, Regulations, and Policies so long as not in conflict with the terms of this Agreement. Failure to do so shall constitute a material breach of this Agreement.

6. NOTICE.

A notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States mail. Any notice to the District shall be addressed as follows.

P.O. Box 911579
Los Angeles, CA 90091
323-201-5500

Notice to Employee shall be addressed to her last known residence as reflected in the District's records.

7. GENERAL PROVISIONS.

A. **Integration.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreements.

B. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

C. **Waiver.** A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice to the other.

D. **Amendment.** This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by the Board.

E. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. **Partial Invalidity.** If any provision or any portion thereof. contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

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G. **Legal Consultation.** Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

H. **Other Terms and Condition of Employment**. The District reserves the right, but does not undertake the obligation, to fix other terms and conditions of employment consistent with the purpose of this Agreement and California law.

8. EFFECTIVE DATE.

The Parties agree that this Agreement, when signed by all Parties, will take effect on the ____ day of _____ 2024**.**

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ANO AGREE TO ITS TERMS.

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Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

ACTION ITEM

Amendment to Administrative Code Article 1.5 of Part 3, Chapter 1 "Termination of General Manager and Appointment of Successor"

RECOMMENDED MOTION:

Staff recommends that the Board of Directors amend Article 1.5 of Part 3, Chapter 1 of the Administrative Code to remove requirement of a four-fifths vote for termination of the General Manager and replace with a simple majority vote.

EXHIBITS:

24Mar015 Admin Code Amendment.pdf
24Mar015 Exhibit A Resolution CB 03-24-1062.pdf

Central Basin Municipal Water District

MARCH 25, 2024 – Board Meeting
Prepared by: Zachery Lopes, Assistant General Counsel
Submitted by: Zachery Lopes, Assistant General Counsel
Approved by: Victor Ponto, General Counsel

ACTION ITEM

Amendment to Administrative Code Article 1.5 of Part 3, Chapter 1 "Termination of General Manager and Appointment of Successor."

Background:

Article 1.5 of Part 3, Chapter 1 of the Administrative Code currently provides "[e]ffective January 25, 2016, the termination of the General Manager will require a four-fifths vote." This provision was effective January 25, 2016, and was adopted by the District's Board of Directors ("Board") following receipt of the California State Auditor's Report No. 2015-102 ("Report").

Requiring a four-fifths vote of the Board to terminate the District's lead administrator is not required by law. The provision was, however, recommended for adoption by the Report to help the District "maintain its current insurance coverage and better position it to negotiate for more cost-effective and appropriate coverage in the future." (Report, p. 43.)

The context of this recommendation was that the District had suffered high turn-over for senior staff positions during the period under review, and its then-insurer's (California Water Agencies Joint Powers Insurance Authority) concerns "with the magnitude and frequency of employment practices claims against" the District, with many of the claims "stemm[ing] from the board's actions." (Report, p. 36.) The District's then-insurer imposed conditions on renewal of coverage, one of which was the four-fifths vote requirement for termination of the General Manager. (Report, p. 36.) The Board declined to do so, culminating in the District needing to secure insurance coverage from alternative sources. (Report, pp. 36-37.)

The Board terminated the District's General Manager in October of 2014 – one month after its insurance broker warned the Board that "any change to senior staff would create a level of uncertainty in the insurance markets that would affect the pricing for the district's employment practices liability insurance." (Report, p. 37.) This action prompted a legal claim for wrongful termination, causing the District's then-insurer for employment practices liability coverage to notify the District that it would not renew coverage upon expiration in May of 2015. (Report, p. 37.)

This history of poor employment practices in part prompted the Report to be "skeptical of the board's ability to consistently ensure the district's stability and to provide it with effective, ongoing leadership." (Report, p. 39.) The Report then identified several recommendations to "ensure stability of the district's operations," including: adopting a formal policy for hiring a General Manager, a means for investigating board members' and staff's potential violations of applicable codes of conduct, adherence to its then-recently adopted strategic plan, complete a long-term financial plan, complete a water rate study, create a formal debt management policy, and adopt a four-fifths majority policy to terminate the General Manager. (Report, pp. 41-43.)

Analysis

The recommended four-fifths majority for termination of the General Manager was premised on a specific reason – to "help maintain its current insurance coverage and better position it to negotiate for more cost-effective and appropriate coverage in the future." (Report, p. 42.) This reason is no longer present. The District has secured market-appropriate insurance terms, and has not been notified in the past several years that instability at senior management positions hinders its ability to maintain or secure appropriate insurance coverage.

Moreover, it has not suffered high turnover in senior management positions since the Report's publication, nor has the Board engaged in comparable practices as it had during the period under review. The Board is currently considering applicants for the position of Interim General Manager, and many have been well-qualified.

At this point, a four-fifths majority unnecessarily disrupts the Board's ability to take appropriate action when needed to ensure its senior and executive management positions are filled by qualified and competent individuals.

1.5 Termination of General Manager and Appointment of Successor
~~Effective January 25, 2016, the termination of the General Manager will require a four fifths vote.~~
Termination of the General Manager will require a majority vote of the Board of Directors.

FISCAL IMPACTS:

This item as no fiscal impact.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not reviewed by any Committee prior to the Board's consideration.

RECOMMENDED MOTION:

Staff recommends that the Board of Directors amend Article 1.5 of Part 3, Chapter 1 of the Administrative Code to remove the requirement of a four-fifths vote for termination of the General Manager and replace with a simple majority vote.

EXHIBITS:

Exhibit "A" – Resolution CB 03-24-1062

Central Basin
Municipal Water District

RESOLUTION NO. 03-24-1062

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER APPROVING AMENDMENTS TO ARTICLE 1.5 OF PART 3, CHAPTER 1 (TERMINATION OF GENERAL MANAGER AND APPOINTMENT OF SUCCESSOR) OF THE ADMINISTRATIVE CODE EFFECTIVE MARCH 25, 2024

Section 1. **Purpose**

This Resolution adopts the revised Administrative Code, Article 1.5 of Part 3, Chapter 1 (Termination of General Manager and Appointment of Successor) on page 28.

Section 2. **Amendment**

Article 1.5 of Part 3, Chapter 1 (Termination of General Manager and Appointment of Successor), is amended and re-enacted attached as "Exhibit A."

Section 3. **Adopt and Reaffirmation of Administration Code**

Except as provided herein, Resolution No. 03-24-1062 as it relates to the Administrative Code reaffirms and readopts all other provisions of the Administrative Code. The Administrative Code, Article 1.5 of Part 3, Chapter 1 (Termination of General Manager and Appointment of Successor) is adopted and filed with the District Board Secretary attached as "Exhibit A".

PASSED, APPROVED AND ADOPTED on March 25, 2024.

_____
Michale Gualtieri
Board President

ATTEST:

_____
Elizabeth Brizuela,
Board Secretary
(SEAL)

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

ACTION ITEM

Treasurer and Deputy Treasurer Appointment

RECOMMENDED MOTION:

Approval to appoint the designation of the Treasurer role to Mrs. Williams and Deputy Treasurer role to Mr. Lopez

EXHIBITS:

24March008 Treasurer & Deputy Treasurer Board Memo.pdf
24March008 Exhibit A Gov Newson Exec Order 9.13.22 EO N 16 22 Equity.pdf

Central Basin Municipal Water District

MARCH 25, 2024 – Board Meeting
Prepared by: Naja Braddock, MBA
Submitted by: Naja Braddock, MBA

ACTION CALENDAR

TREASURER AND DEPUTY TREASURER APPOINTMENT

SUMMARY:

The District takes pride in the fact that seven of its nine full time staff members are women (only two are men) and the two most senior managers are women of color. Furthermore, including both staff and district contractors, most of our work is performed by people from communities who have historically been underrepresented in the water utility industry and, in fact, actually reflect the diversity of the District's service area. Our Human Resources Manager (Naja Braddock) sits on the board of the California African American Water Education Foundation promoting the inclusion and recruitment of African Americans to careers in the water industry. In September 2022 Governor Gavin Newsom signed an executive order directing state agencies to take critical actions on equity and discrimination and established the state's first Racial Equity Commission (Exhibit A).

Other bills were passed to address issue of equity and opportunity:

AB 316 by Assemblymember Jim Cooper (D-Elk Grove) requires CalHR to prepare a report on gender and ethnicity pay equity in certain classifications where there is an underrepresentation of women and minorities.

AB 1604 by Assemblymember Chris Holden (D-Pasadena) will provide workers with greater opportunity to move upward within state service through improvements and best practices in processes for hiring, recruiting, and retaining a diverse workforce.

The District's past practice is to have the most senior staff member in the finance department, in this case the Accounting Manager (Peggy Williams), appointed as the District Treasurer. The next staff member in line, Senior Accountant (Auner Lopez), would be appointed as Deputy Treasurer. The role of Treasurer and Deputy Treasurer is a staff designation, not a stand-alone job position/description, and requires no specific training or certification. Mrs. Williams has been with the district for over 12 years and has been performing the work of the Treasurer for the past two years. Mr. Lopez has been cross trained for the duties as the Deputy Treasurer for the past two years.

Treasurer duties as stated in Central Basin MWD Administrative Code:

(1) Deposit, manage and invest the District money under the terms of the current approved District Investment Policy, with approval of the General Manager.

(2) Certify that checks presented for Board approval in payment of obligations of the District are correct and supporting documents available.

(3) Review and present monthly investment and disbursement reports, budget comparative and financial status reports to the Board.

(4) Co-sign disbursement vouchers when required.

(5) When the Treasurer is unavailable or otherwise engaged, the above-listed tasks can be performed by the Deputy Treasurer.

The appointment of Mrs. Williams and Mr. Lopez continues the past practice of the District regarding this staff designation and maintains the Districts commitment to recognizing the work of women, women/men of color, and members of historically underrepresented communities who have earned the opportunity to grow professionally into positions they are qualified for based on their work performance.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

No additional compensation or benefits are associated with either role since they are staff designated duties.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDED MOTION:

That the Board approve to appoint the designation of the Treasurer role to Mrs. Williams and the Deputy Treasurer role to Mr. Lopez

EXHIBITS:

Exhibit A – Executive Department State of California EXECUTIVE ORDER N-16-22

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-16-22

WHEREAS California is the largest and most diverse state in the nation, shaped by the contributions of all its residents, including California Native Americans, communities of color, immigrants, and descendants of immigrants who call our golden state home, and welcomes all people to pursue bold dreams and renews the California dream for every new generation; and

WHEREAS California has a strong history of fighting for freedom and civil rights for all people; and

WHEREAS California leads the nation in confronting the climate crisis and building community resilience through equity and opportunity, including supporting communities that experience the greatest social and health inequities from climate change; and

WHEREAS California continues to march towards equality and to address our nation's and our State's historical wrongs, including through recognition of gay marriage in San Francisco; placing a moratorium on the death penalty in California; advancing immigrant equity and inclusion; protecting access to reproductive health care; compensating survivors of state-sponsored sterilization; ending sub-minimum wage employment; and recently forming the Truth and Healing Council and the Reparations Task Force; and

WHEREAS California has also demonstrated a fundamental commitment to prosperity and opportunity for all, including, but not limited to, advancing policies around health care for all; historic financial investments to advance educational equity; age-friendly communities; actions to further gender equity with the leadership of the First Partner; and the creation of a State Chief Equity Officer to provide statewide leadership and consultation on diversity, equity, inclusion, and accessibility regarding state operations, procurement, information technology, and human resources; and

WHEREAS the State has invested to improve language access across the spectrum of health and human services programs, and to increase participation of Californians who are non-English or limited-English speakers in California's public hearings and meetings, and will continue to work with agencies and departments to improve the delivery of language access and accessibility; and

WHEREAS despite this progress, continued work remains to attain our shared goals of providing equal opportunity for all and addressing persistent disparities in outcomes; and

WHEREAS state government can take additional concrete steps to address existing disparities in opportunities and outcomes and advance equity by designing and delivering state services and programs, consistent with federal and state constitutional requirements, to address unequal starting points and drive equal outcomes so all Californians may reach their full potential and lead healthy and rewarding lives; and

WHEREAS agencies and departments within my Administration can and should take additional actions to embed explicit analysis of equity considerations in policies and practices, including by analyzing demographic

and geographic gaps in outcomes and access to funding and services, developing and consistently utilizing data analysis tools and practices to understand gaps in access to services and programs or outcomes from state programs, and reviewing community engagement strategies with a focus on Californians who reside in communities that have historically been underserved and marginalized; and

WHEREAS the Department of Finance is the State's chief advisor on fiscal policy and leads the annual budget process; and at my direction, the Department is requiring an analysis of equity considerations in budget change proposals through which all agencies and departments must obtain approval for changes in the level of service, and changes in funding sources for authorized activities or to propose new program activities not currently authorized, to improve the evaluation of any proposal's impact on Californians; and

WHEREAS a state workforce that reflects the diversity of the people of California is integral to our State's success in serving and responding to the needs of a diverse California population, and recent investments to ensure that positions in state government are attractive and available to Californians from all backgrounds will advance this goal; and

WHEREAS the Infrastructure Investment and Jobs Act, passed by Congress and signed into law in 2021, provides an opportunity for partnership with California small businesses, disadvantaged business enterprises, Tribal governments, community-based organizations, and nonprofit organizations to support more investment in economically and socially disadvantaged communities from this federal funding to modernize crucial infrastructure and accelerate our clean transportation progress; and

WHEREAS the State can improve outcomes and deliver better services by making its procurement policies simpler, faster, and more human-centered for buyers and vendor partners; and

WHEREAS the Targeted Area Contract Preference Act (TACPA) is a tool designed to stimulate economic growth and opportunities in disadvantaged zones throughout the State, and raising awareness of its benefits will increase opportunities for California-based companies to operate eligible worksites in these disadvantaged zones and employ Californians experiencing high unemployment or poverty; and

WHEREAS California's Civil Rights Department is the state agency charged with enforcing the Fair Employment and Housing Act; Unruh Civil Rights Act; Disabled Persons Act; Ralph Civil Rights Act, and other civil rights laws; adopting regulations to implement civil rights laws; providing dispute resolution services to people who believe they are the victim of discrimination; and providing community conflict resolution around discriminatory practices; and

WHEREAS California has advanced critical investments to respond to increased hate violence including establishing the Commission on the State of Hate in the Civil Rights Department to study hate in California, develop anti-hate resources for law enforcement and others, and make recommendations to better protect civil rights; to fund the "California versus Hate Resource Line and Network" to support survivors of hate incidents and crimes with culturally competent resources and services; and to improve the State's ability to understand and act to address economic and health impacts of hate, including through community engagement and sharing of anti-hate resources; and

WHEREAS California's Civil Rights Department is charged with publishing an annual report of pay data provided by private employers of 100 or more employees with at least one employee in California, to encourage employers to self-assess and voluntarily address pay disparities among demographic groups and to allow the Department to effectively enforce equal pay and anti-discrimination laws; and

WHEREAS the Office of Data and Innovation was recently reorganized to empower all state agencies and departments to drive better services, decisions, and outcomes through the use of data, user-centered design, and technology; and

WHEREAS data-driven goals and indicators are vital for state agencies and departments to measure opportunities and outcomes for all communities and to support public engagement and accountability in an efficient, effective, secure, and responsible manner; and

WHEREAS accelerating these actions and investments, including many achieved in partnership with the Legislature, and ensuring that agencies and departments explicitly consider equity and adoption of inclusive practices when developing strategic plans will strengthen the State's service to Californians and further collective efforts to improve opportunity by addressing disparities for underserved and marginalized communities; and

WHEREAS state agencies and departments and other governmental entities can benefit from having access to expertise, data tools, methodologies, and practices as they review programs and practices to further racial equity and achieve more equitable outcomes.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall, for any strategic plans applicable during the 2023-24, 2024-25, and/or 2025-26 fiscal years:
    a. develop or update the strategic plan to reflect the use of data analysis and inclusive practices to more effectively advance equity and to respond to identified disparities with changes to the organization's mission, vision, goals, data tools, policies, programs, operations, community engagement, tribal consultation policies and practices, and other actions as necessary to serve all Californians; and
    b. as part of the development or updating of the strategic plans, engage and gather input from California communities that have been historically disadvantaged and underserved within the scope of policies or programs administered or implemented by the agency or department, and make the plans publicly available.

2. The Department of Human Resources (CalHR) shall undertake the following actions:

    a. by July 1, 2023, report and analyze existing detailed state employee data and collect new data including race/ethnicity, gender identity, sexual orientation, age, and number of employees with a disability; and

b. by December 31, 2023, design, develop, test, and maintain an anonymous hiring system in the Examination and Certification Online System (ECOS) for job applicants; and
c. by December 31, 2023, collect hiring and vacancy data from agencies and departments subject to my authority, to identify critical hard-to-fill positions, and create new pathways and/or apprenticeship opportunities for new and existing employees to qualify for these positions.

3. By November 15, 2022, all agencies and departments subject to my authority shall, to the extent that they apply for federal Infrastructure Investment and Jobs Act (IIJA):
   a. develop and submit to the State's Infrastructure Coordinator action plans to increase access to the grant or contract selection process for small business and disadvantaged business enterprises for all federal IIJA funded contracts; and
   b. develop and submit to the State's Infrastructure Coordinator action plans to meaningfully engage with tribal governments, nonprofits, and other community organizations to increase access to IIJA funding opportunities.

4. With respect to the Target Area Contract Preference Act (TACPA):
   a. by September 30, 2022, the Department of General Services shall develop a training module for all agencies, departments, boards, and offices on the effective implementation of TACPA; and
   b. by December 31, 2022, relevant contracting and programmatic staff at all agencies and departments subject to my authority shall complete the training described in subparagraph a.

5. By September 30, 2023, the California Health and Human Services Agency and the Government Operations Agency shall develop recommendations to improve language and communications access to state government services and programs.

6. The Civil Rights Department shall:
   a. by September 1, 2023, increase utilization of dispute resolution services by 20% and analyze available data of complaints making use of dispute resolution services; and
   b. by January 1, 2023, implement a robust anti-hate strategy by:
      i. launching community conflict resolution services funded by the 2022-2023 Budget Act; and
      ii. establishing the CA v. Hate Resource Line and Network; and
      iii. launching the Commission on the State of Hate; and
   c. by February 1, 2023, review existing regulations implementing non-discrimination protections in state programs and activities and initiate rulemaking as appropriate based on that review; and
   d. by June 1, 2023, expand upon its existing efforts to collect, analyze, disseminate, and enforce pay data reporting requirements by providing employers, when feasible, a graphical report of their pay data to facilitate self-assessment and correction of unjustified pay disparities, and conducting new analyses of collected pay data to identify disparities by job category, region, and industry.

7. By June 30, 2023, the Office of Data and Innovation, in consultation with agencies subject to my authority, shall develop a set of statewide data and service standards and practices to support agencies and departments to identify and address disparities in government operations and services, including but not limited to, standards for collecting and managing race and

ethnicity data, metrics for measuring and tracking equity in state services and programs, and service delivery standards to support equity. This will include best practices to address sensitivities around data collection.

8. The Governor's Office of Planning and Research (OPR) shall create a Racial Equity Commission (commission), as follows:
    a. The commission shall consist of eleven members who are California residents. My Administration shall appoint seven of the commission members. Additionally, OPR shall request that the Senate Committee on Rules appoint two members and that the Speaker of the Assembly appoint two members; and
    b. Members will be appointed for a term of two years. Vacancies shall be filled in the same manner that provided for the original appointment; and
    c. My Administration shall appoint, and the other appointing authorities are requested to appoint, individuals who have demonstrated expertise and meet criteria in at least one of the following areas:
        i. analyzing, implementing, or developing public policies that impact racial equity as it relates to at least one of the following areas: broadband, climate change, disability rights, education, food insecurity, housing, immigration, land use, employment, environment, economic security, public health, health care, wealth, policing, criminal justice, transportation, youth leadership, agriculture, the wealth gap, entrepreneurship, arts and culture, voting rights, and public safety that may have an impact on racial equity or racial disparities; and
        ii. developing or using data or budget equity assessment tools; and
        iii. providing technical assistance in developing and implementing strategies for racial equity, including, but not limited to, guidance on employee training and support, development of racial equity programming, and assistance to organizations and departments on changing policies and practices to improve racial equity outcomes; and/or
        iv. being a member of or representing an equity-focused organization that works with an impacted community whose lived experience will inform the work of the commission, including, but not limited to, members of the disability, immigrant, women's, and LGBTQ communities; and
    d. My Administration also shall consider, and the other appointing authorities are also requested to consider, the expertise of the other members of the commission and make appointments that reflect the cultural, ethnic, racial, linguistic, sexual orientation, gender identity, immigrant experience, socioeconomic, age, disability, and geographical diversity of California; and
    e. Commission members shall serve without compensation, but they may be reimbursed for necessary, pre-approved expenses incurred in connection with their duties, consistent with Government Code section 11009; and
    f. The commission shall be staffed by OPR; and
    g. The commission shall have the authority to:
        i. hold hearings and perform acts that may be necessary to carry out the commission's duties; and
        ii. engage with advisers or advisory committees when the commission determines that the experience or expertise of advisers or advisory committees is needed for commission work; and

h. Relying upon publicly available information and data, the commission shall develop resources, best practices, and tools for advancing racial equity as follows:
    i. in consultation with private and public stakeholders, as appropriate, develop a statewide Racial Equity Framework. The Racial Equity Framework shall be approved by the commission, submitted to the Governor and the Legislature on or after December 1, 2024, but no later than April 1, 2025, and posted to the commission's internet website. The Racial Equity Framework shall set forth the following:
        1. methodologies and tools that can be employed in California to advance racial equity and address structural racism; and
        2. budget methodologies, including equity assessment tools, that entities can use to analyze how budget allocations benefit or burden communities of color; and
        3. processes for collecting and analyzing data effectively and safely, as appropriate and practicable, including disaggregation by race, ethnicity, sexual orientation and gender identity, disability, income, veteran status, or other key demographic variables and the use of proxies; and
        4. summaries of input and feedback from stakeholder engagements; and
    ii. upon request by a state agency, provide technical assistance on implementing strategies for racial equity consistent with the Racial Equity Framework; and
    iii. engage stakeholders and community members, including by holding quarterly stakeholder meetings, to seek input on the commission's work, as described; and
    iv. engage, collaborate, and consult with policy experts to conduct analyses and develop tools, including by building on and collaborating with existing bodies, as appropriate; and
    v. promote the ongoing, equitable delivery of benefits and opportunities by:
        1. providing technical assistance to local government entities engaging in racial equity programming, upon request from the local government; and
        2. encouraging the formation and implementation of racial equity initiatives by local government entities, including cities and counties; and
i. The commission shall prepare an annual report that summarizes feedback from public engagement with communities of color, provides data on racial inequities and disparities in the State, and recommends best practices on tools, methodologies, and opportunities to advance racial equity. The report shall be submitted to the Governor and the Legislature and shall be posted publicly on the commission's internet website. The first annual report shall be completed on or after December 1, 2025, but no later than April 1, 2026, and annually thereafter.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 13th day of September 2022.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Prepared By: Auner Lopez
Submitted By: Auner Lopez

INFORMATION AND DISCUSSION

Office Expenses

RECOMMENDED MOTION:

Review, receive, file and potentially give staff additional direction.

EXHIBITS:

24March010 Office Expense memo.pdf

Central Basin Municipal Water District

MARCH 25, 2024 - Board Meeting
Prepared by: Auner Lopez
Submitted by: Auner Lopez

INFORMATION ITEM

Monthly Office Rental Expenses Report

SUMMARY:

The Central Basin Board has requested an informational report on our monthly office rental expenses. The board seeks this information to assist in their decision-making process regarding our office building. Central Basin Municipal Water District currently owns a building at 6801 E Washington Blvd, Commerce, CA 90040. On February 26, 2024, the staff and board of directors received information about a letter that was received from the City of Commerce regarding maintenance and a break-in that happened at the building.

Currently, Central Basin rents office spaces for each staff member from Regus. The monthly expense for Regus is $11,716.93, which includes cleaning, utilities, and security services. Additionally, Central Basin also utilizes three storage units from Public Storage, resulting in a total expense of $1,733. Furthermore, Central Basin incurs a monthly storage fee of $80 with LA Express for water storage.

In summary, the total monthly office space expenses for Central Basin amount to $13,529.93

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Administration & Finance Committee on March 14, 2024.

RECOMMENDED MOTION:

Not applicable.

EXHIBITS:

Not applicable

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

REPORTS AND CORRESPONDENCE

Ralph M. Brown Act and Meeting Minutes

RECOMMENDED MOTION:

Staff recommends that the Board of Directors: Approve the continued use of action item minutes for all future Board and Committee meetings. Alternative: Direct District staff to prepare brief summary minutes for all future Board and Committee meetings.

EXHIBITS:

24March003 CBMWD - AF Committee - Ralph M. Brown Act and Meeting Minutes.pdf

BURKE, WILLIAMS & SORENSEN, LLP

MEMORANDUM

TO: Central Basin Municipal Water District Administration and Finance Committee

CC: Victor Ponto, General Counsel

FROM: Stephanie Gutierrez, Assistant General Counsel

DATE: March 4, 2024

RE: Ralph M. Brown Act and Meeting Minutes

At the February 8th meeting of the Central Basin Municipal Water District ("District") Administration and Finance Committee, the Committee requested information about the requirements of minutes documenting actions taken in an open meeting pursuant to the Ralph M. Brown Act ("Brown Act"). This memorandum provides information of meeting minutes for the Committee's discussion and consideration.

I. The Brown Act Does Not Require Meeting Minutes

The Brown Act does not require minutes, including minutes of closed sessions. However, Legislative bodies must act, and must be *seen* to act, within the laws of the State of California and any applicable local laws. Being *seen* to act within the law is important, because the legislative body's decisions may be subject to external scrutiny by the public, auditors, or judicial inquiry. Minutes provide a record and show that the correct procedures for decision-making were followed.

II. Purpose and Intent of the Brown Act

Two key parts of the Brown Act have not changed since its adoption in 1953. One is the Brown Act's initial section, declaring the Legislature's intent:

> "In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining

> informed so that they may retain control over the instruments they have created."[1]

The Brown Act's other unchanged provision is a single sentence:

> "All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter."[2]

In keeping with the intent of the Brown Act, any meeting minutes taken should provide a record of:

- When and where a meeting took place, and who was present (including member absences, late arrivals, departures, adjournment time);
- Type of meeting (Regular/Special/Adjourned Regular);
- What was considered;
- What was decided; and
- Agreed upon follow-up action.

Pursuant to Government Code Section 54953(c)(2), the legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action. Therefore, any minutes taken should also record any action taken and the vote or abstention on that action of each member present for the action.

III. Central Basin Municipal Water District Administrative Code

Section 4.7 of the Administrative Code provides the following requirements for Board meeting minutes:

> (a) The Secretary shall prepare written minutes of each meeting reflecting all actions taken by the Board, the disposition of all items on the agenda, specific statements of Directors requested by them to be included when related to reasons for voting in a specific manner, and matters requested by a Director to be included as an agenda item for the current or future meeting.

[1] Gov. Code § 54950
[2] Gov. Code § 54953, subd. (a).

> The number and title of all ordinances and resolutions shall appear in the minutes.
>
> (b) Written minutes must be approved by the Board, signed by the President, attested by the Secretary, and affixed with the District's Corporate Seal. The original copies of all minutes will be maintained in the minute books permanently maintained by the Secretary.

Section 4.7 directs staff to prepare actions minutes, with certain exceptions as seen above.

IV. Committee Policy Discussion

Several agencies have chosen to adopt policies regarding the appropriate style of minutes that should be taken at every open and public meeting, similar to Section 4.7 of the Administrative Code. Therefore, it is recommended the Administration and Finance Committee discuss the following options.

There are two types of minutes to consider: (1) action minutes and (2) brief summary minutes. Verbatim style minutes should not be used, because verbatim or lengthy summary minutes do not serve the intent of the Brown Act, which is to record the proceedings of the legislative body. Action minutes merely record final decisions made. Brief summary minutes, at a minimum, record the final decisions made, and at a maximum, record what advice the body was given to enable it to make its decisions, the body's thought process in making the decision, and the final decisions made. Emphasis is given on the body's thought process as a whole, not the individual member's thought processes. The minutes should summarize only the main points which arose in discussion if they are relevant to the decision.

The District's current practice is to prepare action minutes recording final decisions made at an open meeting. Should the Administration and Finance Committee determine that changes to this current practice are warranted, a discussion item will be brought to the Board for consideration at a future meeting.

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Naja Braddock

INFORMATION AND DISCUSSION

Per Diem Survey of Water Districts

RECOMMENDED MOTION:

Discuss Per Diem Policy and Provide Staff with Direction Regarding Potential Amendments.

EXHIBITS:

24mar014 PER DIEM SURVEY BOARD MEMO.pdf
24mar014 Exhibit A - Per Diem Survey Results from Other Water Districts.pdf
24mar014 Exhibit B - Per Diem from Admin Code.pdf
24mar014 Exhibit C - March 2022 Board Memo.pdf
24mar014 Exhibit D - Per diem vote on March 2022.pdf
24mar014 Exhibit E - Per diem ordinance 2001.pdf

Central Basin Municipal Water District

MARCH 14, 2024 - Administration & Finance
Garza, Gualtieri, Chacon
MARCH 25, 2024 - Board Meeting
Prepared by: Naja Braddock, MBA
Submitted by: Naja Braddock, MBA
Approved by: Victor Ponto

INFORMATION ITEM

PER DIEM/COMPENSATION SURVEY OF VARIOUS WATER DISTRICTS

SUMMARY:

The Central Basin Board requested an informational report of the survey results from surrounding water districts that shows the per diem amount paid to their elected board members, how many conferences and/or meetings are allowable each month, and a list of conferences/meetings that are eligible (if applicable).

Several water districts were surveyed via email and/or phone call. Other water districts had the information on their district's website. The per diem amounts ranged from $100 to $352 per conference/meeting attendance. The monthly allowable conferences/meetings ranged from five meetings per month to 10 meetings per month. If applicable, the water districts provided their list of allowable conferences/meetings. See the attached results.

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Currently, Central Basin Municipal Water District's per diem amount is $295.19, with up to 10 conferences/meetings per month. From March 2008 to September 30, 2021, over 13 years, there were no adjustments to the $233.17 per diem. Effective October 1, 2021, the Director's per diem amount increased to $295.19.

Chapter 9 Directors' Code of Conduct: Article 1 – Code of Conduct Policy: 1.23 Compensation to Directors for Attendance at Meetings states, "The amount of compensation to Directors may be increased each March pursuant to Ordinance No. 01-24 by the Consumer Price Index (CPI) percentage for the previous 12-month period or five percent (5 percent), whichever is less."

On the March 28, 2022 Board memo titled, "Directors' Compensation: Per Diem", it stated, "Because the adjustment is codified in the District's administrative code with an established time(annually), date (March), and amount (CPI or 5%) the Board must take action to forego the adjustment; otherwise, according to the administrative code, the District has the discretion to increase the per diem accordingly. For purposes of law, statue or code "*shall*" is construed as

"*may*" making the adjustment automatic; thereby, requiring board action only when the Board wishes to forego the adjustment as we are recommending for the March 2022 adjustment".

The staff was unable to find any documentation regarding the last time the per diem was addressed by the Board. The last adjustment we could find was made in 2008 (according to payroll records); therefore, in October 2021 we adjusted the per diem according to the CPI through March 2021 (cumulative adjustment 26.6% or annual adjustment of 2.04%).

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Administration & Finance Committee on March 14, 2024.

RECOMMENDED MOTION:

Not applicable.

EXHIBITS:

Exhibit "A" – Survey Results from Other Water Districts
Exhibit "B" – Administrative Code Chapter 9; Directors' Code of Conduct – 1.23 Compensation to Directors for Attendance at Meetings
Exhibit "C" – Per Diem Memo from 3-10-2022 Board Meeting
Exhibit "D" – Per Diem Board Vote from 3-10-2022 Board Meeting
Exhibit "E" – Per Diem Ordinance 2001

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Exhibit A

	AGENCY	No. of Meetings	AMOUNT		
1	Cerritos City Water Billing	10 meetings per month	$9,000.00	☐	
2	Chino Basin Watermaster	No limit based on yearly budget	$200.00	☐	
3	Coachela Valley Water District	10 meetings per month	$223.00	☐	
4	Costa Mesa Sanitary District	6 meetings per month	$295.00	☐	
5	Cucamonga Valley Water Districts	10 meetings per month	$250.00	☐	
6	East Orange County Water Ddistrict	10 meetings per month	$175.00	☐	
7	East Valley Water Distrct	10 meetings per month	$236.25	☐	?
8	Eastern Municipal Water District	10 meetings per month	$233.00	☐	
9	Elsinore Valley Municipal Water District	10 meetings per month	$244.13	☐	
10	La Habra Heights County Water District	Up to 6 meetings per month for a max of 36 meetings a year	$100.00	☐	
11	La Puente Valley County Water District	8 meetings per month	$171.08	☐	
12	Las Virgenes Municipal Water District	10 meetings per month	$220.00	☐	
13	Maywood Mutual Water Company No.2	Yearly compensation	$6,670.00	☐	
14	Mesa Water District	10 meetings per monthe	$336.00	☐	
15	Metropolitan WD of Southern California	10 meetings per month	$270.70	☐	
16	Municipal Water District Orange County	10 per month	$327.43	☐	
17	Orchard Dale Water District	10 meetings any water related	$195.00	☐	
18	Pico Water District	10 meetings per month	$150.00	☐	
19	San Gabriel County Water District	10 meetings per month	$100.00	☐	
20	West Basin MWD	10 meetings	$303.88	☐	

Cc: Tricia Sauitufuga <tsauitufuga@cerritos.us>
Subject: Fwd: RE: City of Cerritos Follow Up

Hi Lucia,

Thank you for your inquiry. Our City Council members are not restricted to attending a certain number of conferences or meetings annually. Additionally, there is no pre-approved list of conferences that they must adhere to.

However, it's important to note that their conference attendance is constrained by budgetary considerations. Each Council member is allocated an equal share of the budget dedicated to City Council travel and meeting expenses. For this fiscal year, the total budget allocated for such purposes is $45,000, which translates to $9,000 per Council member.

While on official City business, Council members are entitled to a per diem for meals, the amount of which is subject to annual adjustments based on inflation rates.

If you need additional information or would like to discuss further, please feel free to reach me at the number below.

Thank you,

Peter Kemp, CPA
City of Cerritos | Budget Manager
18125 Bloomfield Ave | Cerritos, CA 90703
(562) 916-1315 | pkemp@cerritos.us

>>> Tricia Sauitufuga 2/29/2024 4:47 PM >>>
Hi Peter,

May you please assist with this request from Central Basin Municipal Water? They are inquiring about the conferences/meetings the board of directors in the City of Cerritos are authorized to attend per month during a calendar year to receive per diem/compensation. They would also like to know the approved conference list if that is available to be shared.

Please advise if any additional information is needed.

Thank you,

NO BACKUP INFORMATION ON ITEM 2 OF THE Exhibit. A

Contact the Board of Directors

Below is an overview of Board of Director benefits:

Board Directors receive up to $223 per meeting attended with a maximum of 10 meetings per month and one meeting per day.
Form 806, Agency Reporting of Public Official Appointments

Medical Coverage for Directors and their families: Directors have the choice of a PPO or two HMO plans. Premiums are partially paid by the District. If the Director chooses not to enroll in the medical coverage, they are eligible to receive reimbursement for medical expenses up to $450 per month when covered by a non-District plan.

Directors who had served a minimum of 12 years, prior to January 2013, are eligible to receive Medicare Medigap insurance coverage for themselves and their spouses upon reaching Medicare eligibility. This benefit was eliminated in January 2013. No other Medical coverage is offered to Directors or their families upon leaving office, unless eligible for COBRA benefits.

Dental Plan and Vision Plan: Both dental and vision coverage are provided for District Directors and their dependents. Premiums are partially paid by the District. No dental or vision benefits are offered after leaving office.

Public Employees Retirement System (PERS): Directors of the Coachella Valley Water District do not participate in PERS.

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Chapter 2.05
BOARD OF DIRECTORS

Sections:

2.05.010 Election by divisions.

2.05.020 Compensation.

2.05.010
Election by divisions.

A. Pursuant to the provisions of Cal. Water Code § 30730, the board of directors does hereby determine that the directors of this district shall be elected by divisions, that is, by election of directors who are residents of the division from which they are elected by the voters of that division only.

B. The secretary of this district is hereby directed to supply a certified copy of this section to the election department of the office of the county clerk, Riverside County, California, and any other appropriate public offices. (Ord. 1408 §§ 1, 2, 2013; Ord. 1025 §§ 1, 2, 1972)

2.05.020
Compensation.

A. The daily compensation payable to members of the board of directors for services rendered shall be increased in an amount equal to five percent of the daily compensation currently in effect rounded to the next lowest dollar.

B. The daily compensation payable to members of the board of directors shall be automatically increased upon the anniversary date of the effective date of this Ordinance No. 1286 in an amount equal to the inflation for the preceding fiscal year as indicated by the Consumer Price Index for Los Angeles-Riverside-Orange Counties, not to exceed five percent rounded to the next lowest dollar.

C. Except as otherwise specifically mentioned in this chapter, the district's current policy in regard to the fixing of compensation, expenses of directors and per diems of directors shall remain in full force and effect.

D. In addition to said compensation, each director shall receive reimbursement for any actual and necessary expenses incurred by said director in rendering services and/or in attending meetings of the board of directors.

E. In any calendar month, no director shall receive compensation for more than a total of 10 days. (Ord. 1286 §§ 1 – 3, 2001; Ord. 1212 § 1, 1990; Ord. 1196 §§ 1 – 4, 1988)

The Coachella Valley Water District Code is current through Ordinance 1442, and legislation passed through November 28, 2023.

Disclaimer: The clerk of the board's office has the official version of the Coachella Valley Water District Code. Users should contact the clerk of the board's office for ordinances passed subsequent to the ordinance cited here.

District Website: www.cvwd.org
District Telephone: (760) 398-2651

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BOARD COMMITTEE ASSIGNMENTS LISTING

	Director Aguilar	Director Bianco	Director Powell	Director Nelson	Director Estrada	Meeting Schedule
	Directorial Division					
	1	2	3	4	5	
SPECIFIC ORGANIZATIONS WITH PRIMARY REPRESENTATION						
ASSOCIATION OF CALIFORNIA WATER AGENCIES **(ACWA)**: REGION 9; SPRING AND FALL CONFERENCES; MEETINGS AND OTHER EVENTS ***STAFF CAN HANDLE***						**Various conferences & meetings throughout the year**
CALIFORNIA FARM WATER COALITION **(CFWC)**				X		**Every 4th Monday, every other month Feb, Apr, Jun, Aug, Oct, Dec**
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS **(CVAG)** ENERGY & SUSTAINABILITY COMMITTEE **(VOTING MEMBER)**		X				**2nd Thursday of month @ 12:00 PM**
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS **(CVAG)** ENERGY & SUSTAINABILITY COMMITTEE **(VOTING ALTERNATE MEMBER)**	X					**2nd Thursday of month @ 12:00 PM**
COACHELLA VALLEY CONSERVATION COMMISSION **(CVCC)** FOR THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN **COMMISSIONER**		X				**2nd Thursday of month @ 10:30 AM**
COACHELLA VALLEY CONSERVATION COMMISSION **(CVCC)** FOR THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN **ALTERNATE COMMISSIONER**	X					**2nd Thursday of month @ 10:30 AM**
COACHELLA VALLEY ENERGY COMMISSION (CVEC) IMPERIAL IRRIGATION DISTRICT ***GM APPOINTED AS AGENCY REPRESENTATIVE***						**2nd Thursday of the month @ 4-6PM**
COACHELLA VALLEY IRRIGATED LANDS COALITION **(CVILC)** (FORMERLY KNOWN AS COACHELLA VALLEY AGRICULTURAL LANDS DISCHARGE REGULATION GROUP)			X	X		**as needed**
COACHELLA VALLEY WATER DISTRICT ENVIRONMENTAL ASSESSMENT COMMITTEE **(EAC)** (CEQA)					X	**as needed**
COACHELLA VALLEY WATER DISTRICT JOINT WATER POLICY ADVISORY COMMITTEE **(JWPAC)** FOR EAST WHITEWATER RIVER SUBBASIN MANAGEMENT AREA OF BENEFIT **(MEMBERS)**				X	X	**annually or as needed**
COACHELLA VALLEY WATER DISTRICT JOINT WATER POLICY ADVISORY COMMITTEE **(JWPAC)** FOR EAST WHITEWATER RIVER SUBBASIN MANAGEMENT AREA OF BENEFIT **ALTERNATE MEMBERS**		X	X			**annually or as needed**
COLORADO RIVER BOARD OF CALIFORNIA **(CRB) MEMBER**				X		**2nd Wednesday of the month (except Mar & Nov, 3rd Wednesday)**
COLORADO RIVER BOARD OF CALIFORNIA **(CRB) ALTERNATE MEMBER**					X	**2nd Wednesday of the month (except Mar & Nov, 3rd Wednesday)**

BOARD COMMITTEE ASSIGNMENTS LISTING

	Director Aguilar	Director Bianco	Director Powell	Director Nelson	Director Estrada	Meeting Schedule
	Directorial Division					
	1	2	3	4	5	
COLORADO RIVER WATER USERS ASSOCIATION **(CRWUA)**:			X			annually
DESERT VALLEYS BUILDERS ASSOCIATION **(DVBA)**			X			2nd Thursday of every month
GOLF AND WATER TASK FORCE MEETINGS		X	X			4th Wednesday of every other month
GROWERS' MEETINGS			X		X	1st Monday of the month (dark for the summer June thru September)
IMPERIAL DAM ADVISORY BOARD **(IDAB)** ***STAFF CAN HANDLE**						quarterly
IMPERIAL DAM ADVISORY BOARD **(IDAB) (ALTERNATE MEMBER)**						quarterly
THE LIVING DESERT ADVISORY COUNCIL		X				quarterly
NATIONAL WATER RESOURCES ASSOCIATION **(NWRA)** ***STAFF CAN HANDLE**						4 times a year
DISADVANTAGED COMMUNITIES INFRASTRUCTURE COMMITTEE **(DACIC)**			X		X	3rd Wednesday of every other month
SALTON SEA AUTHORITY **(SSA)** JOINT POWERS AUTHORITY AND OTHER MEETINGS AND EVENTS RELATED TO SALTON SEA RESTORATION	X				X	4th Thursday of the month (except May & June, 3rd Thursday) & (December, 2nd Thursday)

	Director Aguilar	Director Bianco	Director Powell	Director Nelson	Director Estrada	Meeting Schedule
	Directorial Division					
	1	2	3	4	5	
EVENTS/MEETINGS WITHOUT PRIMARY REPRESENTATION						
ASSOCIATION OF METROPOLITAN WATER AGENCIES **(AMWA)**	Any Board member may attend					yearly
CALIFORNIA SPECIAL DISTRICT ASSOCIATION **(CSDA)**	Any Board member may attend					yearly for an annual conference
CALIFORNIA WATER POLICY CONFERENCES AND EVENTS	Any Board member may attend					yearly for an annual conference
COACHELLA VALLEY ECONOMIC PARTNERSHIP **(CVEP)** MEETINGS AND RENEWABLE ENERGY ROUNDTABLE FORUMS	Any Board member may attend					monthly
COACHELLA VALLEY ECONOMIC SUMMIT	Any Board member may attend					yearly
EDUCATIONAL TOURS AND/OR MEETINGS REGARDING DISTRICT ISSUES AND/OR WATER ISSUES WHICH COULD POTENTIALLY AFFECT CVWD	Any Board member may attend					as needed
IMPERIAL IRRIGATION DISTRICT ENERGY CONSUMERS ADVISORY COMMITTEE MEETINGS	Any Board member may attend					monthly
INTERNATIONAL BOUNDARY AND WATER COMMISSION, COLORADO RIVER CITIZENS' FORUM	Any Board member may attend					as needed
SANTA ANA WATERSHED CONFERENCES AND EVENTS	Any Board member may attend					as needed
SOUTHERN CALIFORNIA WATER COMMITTEE (SCWC)	Any Board member may attend					quarterly
URBAN WATER INSTITUTE (UWI) MEETINGS AND CONFERENCES	Any Board member may attend					yearly
MEETINGS WITH MEDIA (DESERT SUN EDITORIAL BOARD, ETC.)	Any Board member may attend					as needed
AGENCIES (OTHER WATER ENTITIES, LOCAL CITIES, LOCAL COUNTIES, STATE AND FEDERAL LEGISLATORS, LOBBYISTS, USBLM, USBR, CHAMBERS OF COMMERCE, ETC.) TO	Any Board member may attend					as needed
MEETINGS WITH OTHER CVWD BOARD MEMBERS (AD HOC COMMITTEES, BOARD SUBCOMMITTEES, ETC.)	Any Board member may attend					as needed

BOARD COMMITTEE ASSIGNMENTS LISTING

	Director Aguilar	Director Bianco	Director Powell	Director Nelson	Director Estrada	Meeting Schedule
	Directorial Division					
	1	2	3	4	5	
MEETINGS WITH CVWD STAFF AND/OR MANAGEMENT TEAM MEMBERS	Any Board member may attend					as needed
MEETINGS WITH COUNSEL AND OR CONSULTANTS	Any Board member may attend					as needed
CVWD FUNCTIONS (RECOGNITION EVENTS, DEDICATIONS, ETC.)	Any Board member may attend					as needed
MEETINGS WITH OTHER WATER AGENCIES (CALIFORNIA OR OUT OF STATE)	Any Board member may attend					as needed
MEETINGS WITH CONSTITUENTS (ORGANIZED MEETINGS NOT ONE ON ONE)	Any Board member may attend					as needed
EVENTS HONORING CVWD BOARD MEMBERS	Any Board member may attend					as needed
SPEAKING ENGAGEMENTS OF BOARD MEMBERS AND/OR STAFF MEMBERS	Any Board member may attend					as needed
OTHER ENTITIES' CELEBRATIONS AND/OR ORGANIZED COMMUNITY EVENTS (SUCH AS IID 100TH ANNIVERSARY CELEBRATION, THE MECCA BOYS AND GIRLS CLUB GRAND OPENING, RIVERSIDE COUNTY SHERIFF STATION OPENING, ETC.)	Any Board member may attend					as needed
SPECIAL WATER DISTRICTS ASSOCIATION OF RIVERSIDE COUNTY	Any Board member may attend					as needed
AREA CHAMBER OF COMMERCE MEETINGS	Any Board member may attend					as needed
STANDING COMMITTEES						
PUBLIC FINANCE COMMITTEE	X				X	quarterly or as needed
LEGISLATIVE COMMITTEE	X				X	4th Thursday of every month

Costa Mesa Sanitary District

Operations Code

Originally adopted by the Board of Directors by
Ordinance No. 30 on the 14th day of January 1999.
Last Adopted: August 24, 2020

Section 3.01.030. Compensation. Pursuant to the provisions of Health and Safety Code Section 6489, compensation is set for each day's attendance at a Board meeting, or for each day's service rendered as a Director at the request of the Board, the sum of two hundred ninety five dollars per day, not to exceed a total of six days in any calendar month.

The following meetings shall be eligible for such per diem service:

1. **Board meetings**
2. **Advisory committee meetings such as subcommittees**
3. **Approved conferences or organized educational activities**
4. **Orange County Sanitation District (OCSD) meetings**
5. **Santa Ana River Flood Protection Agency (SARFPA) meetings**
6. **Independent Special Districts of Orange County (ISDOC) meetings**
7. **Orange County Local Agency Formation Commission (LAFCO) meetings**
8. **California Special Districts Association (CSDA) meetings**
9. **California Association of Sanitation Agencies (CASA) meetings**
10. **Orange County Council of Governments (OCCOG) meetings**
11. **Water Advisory Committee of Orange County (WACO) meetings**
12. **Costa Mesa Chamber of Commerce meetings**
13. **Educational Outreach and Presentations**
14. **City of Costa Mesa meetings**
15. **County of Orange meetings**
16. **City of Newport Beach Meetings**
17. **Mesa Water District meetings**
18. **Irvine Ranch Water District meetings**
19. **Newport Mesa Unified School District meetings**
20. **Costa Mesa Sanitary District/Mesa Water District/City of Costa Mesa/Newport Mesa Unified School District**

    Liaison Committee meetings
21. **Water Discharge Regulation meetings (WDR)**
22. **Water Environment Association (WEF)**
23. **California Water Environment Association (CWEA)**
24. **Santa Ana River Basin Section (SARBS)**
25. **South Coast Metro Alliance**
26. **Solid Waste Association of North America (SWANA)**

27. Integrated Waste Management Commission (IWMC)

28. Any other meetings that directly involve the District

29. Any other meeting that indirectly involves the District by subject matter provided that the Director requesting compensation shall describe in his compensation request how the subject matter related to the District

The Board member shall also be entitled to his/her reasonable expenses incident thereto. *(Ord. 73, 2009; Ord. 96, 2013; Ord. 106, 2015; Ord. 107, 2015)*

Section 3.01.035. Ethics Law Training. In accordance with Chapter 700 of the 2005 Statutes, Government Code section 53234 et seq., the District shall attend ethics training as mandated. Daily compensation for occurrences shall be set forth in Section 3.01.030 and reimbursement for travel expenses shall be made in accordance with Section 3.01.090 as the same may be supplemented. Expense reimbursement shall be made on District forms that show that expenses are within policy. Board members shall provide brief reports on meetings attended at public expense at the next regular Board meeting. *(Ord. 55, 2006)*

Section 3.01.040. Conflict of Interest. (a) The District has adopted the model conflict of interest code as set forth in Regulation 18700 of the Fair Political Practice Commission and its own appendix and will review said appendix on a regular basis as required by law. The Board members and the District's officers and employees shall comply with said Code.

(b) Board members shall also not engage in inconsistent, incompatible or inimical employment. Acceptance of an office that is incompatible with another office automatically vacates the first office held.

(c) Board members shall not have a prohibited interest in any contract made by them in their official capacity. It is also prohibited to attempt to influence such a decision.

(d) Board members shall not accept any discount with a transportation company because of his/her official status. *(Reso. 95-579, 1995); (Ord. 30, 1999)*

Section 3.01.050. Board Headquarters/Place of Meetings. The headquarters of the District shall be at 290 Paularino Avenue, Costa Mesa, California. The Board of Directors shall conduct its regular meetings at that location unless notice is otherwise given. *(Ord.13, 1978*; *Ord. 53, 2005; Ord. 117, 2016)*

Section 3.01.060. Time of Regular Meetings. The Board of Directors shall hold its regular meetings on the fourth Monday of the month at 4:30 p.m. unless notification is otherwise given. The Board shall endeavor to conduct its business on its regular meeting date and if a meeting must be rescheduled, shall endeavor to schedule any specially set meetings to a later date. Nothing herein stated is meant to preclude the District from scheduling a meeting at an earlier date and/or time, provided notice has duly been given, when the same is determined to be in the District's best interests. Any person having business before the Board showing an acceptable excuse for not being present due to

2.04.010 - Meeting attendance compensation.

The Board of Directors shall be compensated for each day of attendance at a regular, adjourned regular, or special meeting of the Board of Directors, or other meetings or conferences required or authorized by the Board of Directors. Time spent traveling to and returning from a meeting or conference, the attendance at which is required or authorized by the Board of Directors, shall be considered attendance time at such a meeting or conference.

The amount of compensation to be received by Directors for each day's attendance at meetings of the Board, or for each day's service rendered by a Director by request of the Board, shall be in the amount of two hundred fifty dollars ($250.00) per day. Said increase does not exceed an amount equal to five percent for each calendar year since the date of the last adjustment.

(Reso. 1995-4-2 § 2)

(Ord. No. 2015-11-1, § 1, 11-24-2015)

C. Daily Meeting Stipend - Pursuant to California Water Code Section 20202 a daily per diem amount is paid to board members for a day of service which will not be paid for more than a total of ten (10) days in any calendar month and for not more than one meeting or event per day.

D. Event – any professional conference, seminar, meeting and/or training, and travel days needed to attend the event.

E. Executive Assistant – Support staff that coordinates all travel arrangements and Travel Expense Reports for the board of directors.

F. General Manager/CEO – General Manager/CEO or their designee.

G. U.S. General Service Administration - Centralized procurement for the federal government whose policies cover standardized travel rates for reimbursement.

H. Management Review – a procedure performed by a member of the management team to ensure that the expense report is accurate, complete, includes proper documentation, and complies with this policy.

I. IRS – Internal Revenue Service.

SECTION 2: BUSINESS CONDUCT *(2.12.040)*

Board members serve the public as representatives of the District and must do so with ethical and business performance standards expected of a public agency. Prudent judgment and compliance with all other District policies is required. Travel and expense guidelines for District employees are contained in Employee Policy No. 4.8.

SECTION 3: GENERAL PROVISIONS *(2.12.050)*

Board members shall be reimbursed for expenses directly related to their attendance at conferences, seminars, meetings, events and/or functions which provide a direct benefit to the District. Board members are expected to incur expenses that a reasonable and prudent person would incur if traveling on personal business. Costs that are deemed unnecessary, unrelated, or otherwise excessive, will not be reimbursed or paid. Expenses will be reimbursed upon submission of the required expense report forms.

If the board member plans to travel with a guest, the board member shall be responsible at his/her sole cost and expense, for making all arrangements, reimbursements and payments in connection with that guest.

SECTION 4: COMPENSATION *(2.12.060)*

Daily Meeting Stipend - Board Members will be compensated at the rate set by District policy (Ord. No. 2015-11-1; Municipal Code 2.04.010), as said policy may be revised from time to time, and consistent

ORDINANCE NO. 2015-11-1

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT SETTING THE PER DIEM RATE FOR THE BOARD OF DIRECTORS

WHEREAS, the Cucamonga Valley Water District is a public agency formed and operating under the County Water District Law pursuant to Water Code Section 30000 et seq.; and

WHEREAS, Water Code Section 20200 et seq. of the Water Code sets forth the authority and procedure for establishing compensation for the Board. In particular, Water Code Section 20201 provides that the governing board of any water district may by ordinance provide compensation to members of its governing board in an amount not to exceed $100 per day for each day's attendance at meetings of the board, or for each day of service rendered as a member of the board by request of the board, not to exceed a total of more than ten (10) days in any calendar month. Water Code section 20202 authorizes an increase in the compensation that may be received by the Board up to an amount equal to five percent (5%) for each calendar year since the effective date of the last increase; and

WHEREAS, June 28, 2005, the Board adopted took action to set the compensation in the amount of two-hundred and ten dollars ($210) for each day's attendance at meetings of the Board, or for each day's service rendered by a Director, for a maximum of ten (10) meetings or days of service per month; and

WHEREAS, the Board desires to increase the amount of compensation in accordance with the provisions of the Water Code; and

WHEREAS, in accordance with Section 20203 of the Water Code and Section 6066 of the Government Code, a public hearing was held on November 24, 2015 at 6:00 p.m., or soon thereafter as practicable, at the meeting room of the Board at 10440 Ashford Street, Rancho Cucamonga, CA, 91730 and a notice of said hearing was duly published in the Inland Valley Daily Bulletin, a newspaper of general circulation, once a week for two weeks as follows: on November 2, 2015 and November 9, 2015.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1 The amount of compensation to be received by Directors for each day's attendance at meetings of the Board, or for each day's service rendered by a Director by request of the Board, shall be in the amount of two-hundred and fifty dollars ($250) per day. Said increase does not exceed an amount equal to five percent (5%) for each calendar year since the date of the last adjustment.

Section 2 No Director shall receive the compensation set forth in Section 1 of this Ordinance for more than ten (10) days in any calendar month.

Section 3 All ordinances, resolutions, or administrative actions by the Board, or parts thereof, that are inconsistent with any provision of this Ordinance are hereby superseded only to the extent of such inconsistency.

Section 4 The President of the Board shall sign this Ordinance and the Secretary of the Board shall attest thereto, and pursuant to Section 20204 of the Water Code, this Ordinance shall take effect immediately and the increase in compensation shall take effect sixty (60) days from the date of adoption.

Section 5 If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The Board hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 6 The Recitals set forth above are incorporated herein and made an operative part of this Ordinance.

ADOPTED this 24th day of November, 2015, by the Board of Directors of the Cucamonga Valley Water District.

James V. Curatalo, Jr.
President, Board of Directors

ATTEST:

Martin E. Zvirbulis
Secretary, Board of Directors

ORDINANCE NO. 2021-01

ORDINANCE OF THE BOARD OF DIRECTORS OF EAST ORANGE COUNTY WATER DISTRICT RELATIVE TO THE COMPENSATION OF THE BOARD OF DIRECTORS

WHEREAS, the East Orange County Water District ("EOCWD") Board of Directors ("Board") previously passed and adopted, on September 20, 2007, Ordinance 2007-1 to establish, in accordance with California Water Code Sections 20200, *et seq.*, compensation for individual members ("Directors") of the Board for each day's attendance at meetings of the Board or for each day's service rendered as a Director at the request of the Board; and

WHEREAS, Ordinance 2007-1 established compensation for the Board at a rate of $175 per day for attendance at meetings of the Board and $125 per day for each day's service rendered at the request of the Board; and

WHEREAS, the Board has not changed the compensation amount for meetings since 2007, a period of fourteen years; and

WHEREAS, the Board is permitted to increase compensation, through adoption of an ordinance, by an amount of no more than five percent for each calendar year since the last increase; and

WHEREAS, the Board desires to provide additional clarification and definition as to those meetings that are compensable meetings, reimbursable pursuant to this Ordinance and in accordance with Water Code Section 20200, *et seq.*; and

WHEREAS, the Board desires to clarify and define compensation entitlements in connection with committee and agency appointments.

NOW, THEREFORE, BE IT ORDAINED BY THE EAST ORANGE COUNTY WATER DISTRICT BOARD OF DIRECTORS AS FOLLOWS:

Section 1. Purpose. This Ordinance is enacted to (1) authorize an increase in the compensation per day for Directors of the Board as permitted pursuant to Water Code Section 20200 *et seq.*, and (2) fully define the nature of compensable meetings.

Section 2: Increase of Compensation. The amount of compensation to each Director for attendance at a "Compensable Meeting," as defined in Section 3, shall be $175 per day of service for all meetings..

Section 3: Compensable Meetings. The performance of official duties for which a Director may receive per diem compensation for a Compensable Meeting shall include:

A. Attendance at any regular or special meetings of the EOCWD Board;

B. Attendance at a meeting of any committee or ad hoc committee of the Board. Such committees may include the Engineering & Operations Committee and the Administration & Finance Committee.

C. Attendance at meetings of agencies or groups for which the Director has been appointed by the Board. Such agencies shall include Orange County Water District, Municipal Water District of Orange County, Association of California Water Agencies, Local Agency Formation Commission, Independent Special Districts of Orange County and Water Advisory Committee of Orange County, and such other agencies as may be approved by the Board President.

D. Attendance at other meetings, conferences and seminars when approved in advance by the Board of Directors.

E. Attendance at other meetings, conferences and seminars when approved in advance by the Board President.

Section 4: Teleconferencing. Participation at any public agency meeting that is covered under Section 3 by teleconference, or equivalent means, shall be considered as a day of service for the purpose of this Ordinance.

Section 5. Limitations.

A. The fee paid to Directors shall be made for no more than one meeting per day of service, and the maximum number of days for which any Director may receive compensation pursuant to this Ordinance shall be ten (10) in any calendar month.

B. Notwithstanding the provisions of this Ordinance, any Director that receives compensation from any other entity for attendance and/or participation at any meeting, conference, seminar, or other activity identified in Section 3 shall not be compensated by EOCWD for the same activity.

Section 6. Director Reimbursements. In addition to the compensation described in Section 2 of this Ordinance and subject to applicable State law, Directors expenses shall be reimbursed if they are reasonable and necessary to conduct EOCWD's business pursuant to provisions of EOCWD's reimbursement policies adopted by the Board, as then in effect.

Section 7. Appointments. Board members will be assigned Committee and Agency appointments in January of each year following the election of a Board President and Vice President in December of the preceding year. The Board President is delegated to make such appointments. The Board President may appoint alternate representatives in addition to each regular representative assigned to an agency of committee, however, the alternate representative shall not be entitled to per diem compensation when the designated representative is also present. For each meeting described above in Section 2, the compensated Board member shall provide a brief report on the meeting attended at the next regularly scheduled Board meeting.

Section 8. Effective Date. This Amendment shall be effective upon sixty (60) days after adoption, and shall supersede Ordinance No. 2007-1 upon the Effective Date thereof.

PASSED AND ADOPTED this 16th day of December, 2021, by the Board of the East Orange County Water District.

EAST ORANGE COUNTY WATER DISTRICT

Douglass S. Davert,
President of the Board of Directors

ATTEST:

Jeffrey A. Hoskinson
Secretary of the Board of Directors

EAST VALLEY WATER DISTRICT

LEADERSHIP • PARTNERSHIP • STEWARDSHIP

DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET

Month / Year: February / 2024

No.	Date	Meeting / Event Description	Mileage	Meeting Stipend	Report Provided Written	Report Provided Oral
1	2 / 12	Meeting with General Manager/CEO or Designee		236.25	☑	☐
2	2 / 13	Inland Action Meeting		236.25	☑	☐
3	2 / 14	Regular Board Meeting		236.25	☑	☐
4	2 / 21	LAFCO		236.25	☑	☐
5	2 / 22	San Bernardino VWC District		236.25	☑	☐
6	2 / 26	Meeting with General Manager/CEO or Designee		236.25	☑	☐
7	2 / 28	Regular Board Meeting		236.25	☑	☐
8	2 / 29	IEEP State of the Region Event	55.00	236.25	☑	☐
9					☐	☐
10					☐	☐
11					☐	☐
12					☐	☐
13					☐	☐
14					☐	☐
15					☐	☐
16					☐	☐
17					☐	☐
18					☐	☐
19					☐	☐
20					☐	☐

Subtotal Meetings' Stipend

Mileage

No.	Date	Expense Type	Miscellaneous Reimbursement Description	Reimbursement
1				
2				
3				
4				
5				
6				
7				

2.03 REIMBURSEMENT FOR EXPENSES INCURRED IN PERFORMING OFFICIAL DUTIES

A. Reimbursement to Directors for actual and necessary expenses incurred in the performance of authorized duties shall be as set forth in Ordinance 388, Section 1.

1. Registration fees for conferences, seminars, training sessions including training required under Government Code Section 53234 et seq, shall be paid by the District in advance, All such registrations shall be made through the District Clerk. To the extent possible, personal credit cards shall not be used to pay for registration fees.
2. Cost of Accommodations - Reimbursement for the cost of overnight accommodations for a conference, seminar, or meeting shall be limited to the actual and reasonable cost of adequate accommodations. To the extent possible, lodging should be secured, in advance, through the District Clerk.
3. Transportation – To secure the most economical mode of transportation in keeping with availability, convenience, and propriety of the District. If possible, all travel arrangements shall be made through the District Clerk. When air travel is the most appropriate method of transportation, coach class shall be utilized. A private automobile may be used when necessary, but only when it is the least expensive alternative for travel. Mileage shall not be reimbursed to the extent that the mileage cost exceeds the cost of an available lower cost alternative form of transportation. A rental car may be used when appropriate public transportation is unavailable or more expensive and the cost thereof shall be reimbursed to the Director. Shuttle and metro services should be used when most appropriate in lieu of a taxi or car rental and the actual cost shall be reimbursed to the Director.
4. Expenses – A $200 per diem rate guideline is established for the Directors. The per diem is to be used for meals and other miscellaneous expenses such as parking fees, not including major transportation or registration fees. If the indicated guidelines are exceeded, written justification must be attached to the travel expense report to be approved by the Board of Directors or approval must be obtained in advance from the Board of Directors for locations where these amounts may not be practical. If a director exceeds the established per diem rate, the matter will be automatically referred to the Board of Directors for consideration.
5. In compliance with Ordinance 388, Section 7, after incurring an authorized expense, the Director shall submit to the District Clerk an Expense Report in the form as attached hereto collectively as Exhibit "A". Receipts for claimed expenses shall be submitted as part of the Expense Report. All

ORDINANCE NO. 388

ORDINANCE OF THE EAST VALLEY WATER DISTRICT, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING COMPENSATION, BENEFITS, AND AUTHORIZING REIMBURSEMENT OF EXPENSES AND ESTABLISHING TRAINING REQUIREMENTS FOR THE BOARD OF DIRECTORS

BE IT ORDAINED by the Board of Directors of the East Valley Water District ("District") as follows:

WHEREAS, it is recognized that each member of the Board of Directors expends a considerable amount of time and effort serving on committees and attending meetings including, but not limited to meetings of the Board of Directors; and

WHEREAS, the office of Director is a public service position and should not be considered an employment position for the purpose of generating income for the Director. This Ordinance seeks to establish a reasonable and just compensation for the time and effort put forward by Board members; and

WHEREAS, in consideration for the expenditure of time and effort, it is appropriate to provide reasonable compensation and to authorize reimbursement of expenses for the Board of Directors, pursuant to Section 30507 of the *Water Code*; and

WHEREAS, California *Water Code* Section 20202 provides that the Board of Directors may adopt an ordinance authorizing compensation for the Directors for a total of not more than ten (10) days in any calendar month and in an amount in excess of $100 per day, as may be adjusted each year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the District as follows:

Section 1. Compensation. Subject to the limitation of Section 2 of this Ordinance, each member of the Board of Directors shall be compensated for attending:

(a) Regular, special, emergency, and adjourned meetings of the Board of Directors.

(b) Regular, special, emergency, and adjourned meetings of a committee of the Board of Directors, or a committee to which the Board member has been assigned by the Chairman of the Board of Directors, provided that attendance is as a member or alternate member of that committee. If the Board member has been assigned to an outside committee or board which also pays compensation to its committee or board members, then that compensation shall be accepted by the board

RESOLUTION NO. 2022-018

A RESOLUTION OF THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT AMENDING THE EASTERN MUNICIPAL WATER DISTRICT RESOLUTION NO. 5111 (ADMINISTRATIVE CODE) AS IT RELATES TO INDEXED CHANGES TO BOARD COMPENSATION

WHEREAS, the Board desired to amend Resolution 5111 (Administrative Code) to update section 2.207 as it relates to board compensation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF EASTERN MUNICIPAL WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Section 2.207 of the Administrative Code is hereby amended and reenacted to read as follows:

"2.207 COMPENSATION

(a) Each director shall be paid up to $233 for each day's attendance at meetings of the Board, and for each day's service rendered as director by request of the Board, not exceeding a total of ten (10) days in any calendar month. A director shall be compensated for no more than one authorized meeting per day even if more than one meeting is attended in one day. This compensation shall be in effect for meetings attended commencing in March 2022.

(b) Each representative of the District on the Board of Directors of the Metropolitan Water District of Southern California shall be paid up to $233 for each day's attendance at meetings of the Board of Directors of the Metropolitan Water District of Southern California or committees thereof, and for each day's service rendered as director, not exceeding a total of ten (10) days in any calendar month. The representative shall be compensated for no more than one meeting per day per agency even if more than one meeting is attended in one day per agency. This compensation shall be in effect for meetings attended commencing in March 2022.

(c) On the first Board meeting in January of each year, compensation to each director and each representative of this District's Metropolitan Water District of Southern California Board of Directors may be increased up to a maximum of five percent (5%), upon approval by the Board for each calendar year following the operative date of the last adjustment. The Board shall adjust its compensation by the percentage change in the Consumer Price Index (CPI-U for Riverside-San Bernardino-Ontario). This CPI-U provides data on a bimonthly basis in the months of January,

March, May, July, September, or November. The calculation will utilize the average of the six data points from November to September and applied to the pay period which includes the first pay date in January of the following year, up to five percent (5%), and rounded to the nearest whole dollar unless a majority of the Board declines to accept the indexed change.

(d) The following meetings are designated by this policy as "requested by the Board" and do not require any further authorization or ratification to receive compensation pursuant to sections 2.207 (a) and (b) above and to receive reimbursement of expenses pursuant to section 2.208:

(1) Board meetings;

(2) Committee meetings;

(3) Designated Ad Hoc Committee meetings;

(4) Designated representatives to outside agencies, such as Metropolitan Water District of Southern California, Santa Ana River Watershed Project Authority or the Western Riverside Council of Governments; and

(5) Designated representatives to non-profit professional organizations or working coalitions in which the District is an active participant such as ACWA, CASA, CalDesal or CSDA.

(e) Other meetings which may be compensable under sections 2.207 (a) and {b) and eligible for reimbursement of expenses pursuant to section 2.208 include the following meetings and other activities related to the District's business, subject to ratification of the Board's Executive Committee at a regularly scheduled meeting:

(1) Non-profit organization meetings, if the nonprofit organization is one created by or supported with funds or other contributions from the District;

(2) Service club meetings where a Director is making a presentation on behalf of the District;

(3) Meetings with District executive staff;

(4) Meetings a Director has with other elected officials or their employees, which do not include District staff;

(5) Meetings of the governing body of another agency, where a matter directly affecting the interests of the District is on the agenda and the Director is not a board member, employee or official compensated by the other agency;

(6) Educational seminars conducted by various organizations on topics related to water and wastewater issues;

(7) Meetings with vendors and/or contractors of the District; and

(8) Meetings with property owners on matters in which the property owner is seeking District approval or other consideration or on matters otherwise affecting the interests of the District.

(f) If advance approval of the Board is obtained, other meetings related to the District's business which may be compensable under sections 2.207 (a) and (b) and eligible for reimbursement of expenses pursuant to section 2.208 include:

(1) Social or ceremonial events;

(2) Service club meetings; and

(3) Nonprofit organization events, other than for non-profit professional organizations or working coalitions noted in 2.207 (d).

(g) Directors will not receive compensation or expense reimbursement for any of the following:

(1) Social or ceremonial events not pre-approved by the Board;

(2) Service club meetings not pre-approved by the Board;

(3) Nonprofit organization events {other than those noted in 2.207 (d)) not pre-approved by the Board;

{4) District-sponsored employee events including but not limited to luncheons or retirement events;

{S) Parades, festivals, funerals, weddings or holiday events; and

{6) Meetings of partisan political organizations.

(h) At least annually, the Board shall determine its designated representatives to committees, outside agencies and other organizations.

(i) Directors shall submit claims for compensation. The Secretary of the Board shall authorize payment for meetings and service and shall report such payments at the next regular meeting of the Executive Committee following the month of submittal at which time the Board may ratify or disapprove payment of the claim(s). Any recommendations of the Executive Committee to disapprove payment of a claim will be forwarded to the
full Board for action."

ELSINORE VALLEY
MUNICIPAL WATER DISTRICT

ADMINISTRATIVE CODE

Adopted December 14, 1994

Updated and Reprinted as needed

Board of Directors:

Andy Morris
Harvey R. Ryan
Darcy M. Burke
Chance Edmondson
Jack T. Ferguson

Compiled, by Janet Matson,
Edited by Christy Gonzalez
Secretary to the Board of Directors

January 2024 Update

The policies of this Administrative Code are subject to change through Board action. Although we try to update the Code as soon as possible following Board action, the changes are not immediate. The most recently adopted version of a policy is the official version.

§ 506. Agendas. *(M-5108, M-5610)*

A. All general requests to add items to the Regular Board Meeting agenda shall be made to the Board Secretary and General Manager before 5:00 p.m. on the Wednesday of the week prior to the meeting.

B. If possible, when Directors have a question regarding the check register or Consent Calendar, they should contact the General Manager or the District Secretary before the Board Meeting.

§ 507. Attendance at Meetings. *(O-129, Minutes 07-14-99, R-03-02-05, R-06-03-11, R-07-11-01, M-4893, M-4987, M-5108, M-5610)*

A. Pursuant to Sections 20200 through 20207 and 71255 of the California Water Code, (commencing July 14, 1999) Directors shall receive compensation daily, up to a maximum of ten (10) days of services monthly for attending the following meetings as shown on the approved Director's Meeting Matrix:

1. Each day's attendance at regular, special, and adjourned meetings of the Board of Directors; and
2. Each day's attendance at regular, standing, or ad hoc committee meetings, or study sessions.
3. Attendance at meetings listed in the Directors Matrix List (**§** 510 G), which are deemed as official District functions and are attended in an official capacity as a member of the Board of Directors.

B. Attire at Board or Committee meetings, and when representing the District at public events, shall be business attire appropriate for the event. Board Members are ambassadors and representatives of the District and agree to behave in a manner that always places the District in a positive light.

C. Directors shall receive compensation in accordance with provisions of Ordinance No. 129, including any amendments thereto.

D. Changes in the compensation will require the approval of the Board during an open meeting of the Board held at least 60 days prior to the effective date of the change.

E. In addition to requirements of Section 512 of this Policy, Board approval of travel authorization expenses for attendance or participation by any Board Member at any seminar, conference or meeting shall be considered as Distinct approval of qualification for compensation for each day of attendance of said event, as long as the maximum compensation does not exceed ten (10) days per calendar month.

registered voters within their divisions as defined by the Division boundary map.

- Board of Directors Compensation and Benefits – Board Directors receive a per meeting compensation of $244.13, with a maximum of 10 meetings per month as well as other benefits. **State Controller – EVMWD Board of Directors Pay**
- Election procedure and deadlines-more information can be found at the Riverside County Registrar of Voters website. (**http://www.voteinfo.net/**)
- **Regular meetings of the Board of Directors are open to the public and held on the second and fourth Thursday of each month at 4:00 p.m. at 31315 Chaney St., Lake Elsinore.**
- **Board Meeting Agenda:** Agendas are posted at the EVMWD website pursuant to Government Code 54954.2(a)(1) and Government Code Section 54956
- Staff Compensation and Benefits – **Salary Schedule, Job Description with Step Information, Benefits**
- **Public Information Requests:** All public records of the Elsinore Valley Municipal Water District (EVMWD) are available for review by the public in accordance with the California Public Records Act, Section 6250 and following of the Government Code. Please submit a **Public Records Request** or send an email to **publicrecordsrequest@evmwd.onmicrosoft.com**.
- **Catalog of Enterprise Systems: SB 272**

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NO BACKUP INFORMATION ON ITEM 10 OF THE Exhibit. A

"Exhibit A"

Board Members

Guidelines for Conduct

Revised July 22, 2019

Board member's desire to accommodate a guest will be at the Board member's expense, unless otherwise approved by the Board.

6. Expenses that exceed the amounts established in this policy that are not approved at a Board meeting before such expenses are incurred are not reimbursable by the District.

B. Conference and Meeting Expenses

1. Compensable Events

Board members shall receive compensation in accordance with Section C, below, and reimbursement of actual and necessary expenses in accordance with Section 3, et seq., below, for the following Compensable Events:

a. Regular and special meetings of the District's Board of Directors;

b. Meetings of standing committees established by the District's Board of Directors; or duly created ad hoc committees.

c. Any conferences or organized educational activities, including, but not limited to, conferences sponsored by any special district or water-related association of which the District is a member, water educational workshops, water classes, water seminars, water symposiums, water facility tours and other special water-related functions, approved in advance by the Board, or be ratified after the event upon approval of at least a four-fifths vote of the Board (provided that expenses as set forth in Subdivisions D, E, F and G of this Section XIII are not reimbursable for any events ratified or approved after the event has occurred); and

d. Any other event that may be approved in advance by the Board, or be ratified after the event upon approval of at least a four-fifths vote of the Board (provided that expenses as set forth in Subdivisions D, E, F and G of this Section XIII are not reimbursable for any events ratified or approved after the event has occurred), as a Compensable Event under this policy.

C. Compensation for Attendance at Compensable Events

Board members shall be compensated for attendance at Compensable Events at the current rate per day (in accordance with District Ordinance 2007-01), provided, however, that such daily compensation shall not be paid for more than a total of ten (10) days in any one calendar month; provided, however, that a Board member shall not be entitled to receive more than a total of sixty (60) days of compensation in a calendar year for all compensable events described in Section B.1(C) & (D) in that calendar year. Such compensation shall be provided in addition to any reimbursement for conference registration fees, meals, lodging and travel expenses incurred in attending the event as set forth below, provided an expense report has been submitted as described in Section I below.

TRANSPARENCY

DIRECTORS / EMPLOYEES COMPENSATION

All Board members and employee compensation, including salaries and benefits, are adopted by the Board of Directors in a public meeting process where our customers always have the opportunity to review and comment.

Pursuant to the Water Code Section 20202, it establishes parameters in which Board members can be compensated for their service. Board members are compensated based upon each day of service and not based upon the number of meetings attended. The current policy established by the Board of Directors limits the number of days for which a Director may receive a compensation to a maximum of eight (8) days per calendar month and compensation is limited to $171.01 per day of service.

The California State Controller's Office hosts a database of public employee salaries. In accordance with AB2040, La Puente Valley County Water District complies with the transparency requirements. Click Here to view the State Controller's website regarding La Puente Valley County Water District's compensation in California.

GENERAL MANAGER'S CONTRACT

GM Contract – January 1, 2024 (PDF)

DISTRICT BUDGET

2024 District Budget (PDF)

DISTRICT BENEFITS FOR ACTIVE DIRECTORS / EMPLOYEES

All elected or appointed Board of Directors, spouses and dependents shall be eligible for Medical, Dental and Vision insurance coverage. Also, the District provides a Life Insurance benefit of $10,000 and such lesser amount for the Director's Spouse as provided by the District's life insurance plan during their term of office at no cost to the Directors.

All full-time employees, spouses and dependents shall be eligible for Medical, Dental and Vision insurance coverage. Also, the District provides a Life Insurance benefit of $20,000 and such lesser amount for the employees' spouse and dependents. The District participates into the California Public Employees Retirement System (CalPERS) for full-time regular and part-time regular employees. The District also offers its employees a voluntary Deferred Compensation 457 Plan through Lincoln Financial Group.
The District also provides full-time employees Short-term and Long-term Disability at no cost to the employee.

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Lucia Cid-Sanchez

From: Songer, Maria <MSonger@lvmwd.com>
Sent: Monday, March 4, 2024 8:19 AM
To: Lucia Cid-Sanchez
Subject: FW: Board Directors per diem/compensation

Good morning, Lucia,

Please see the information below from our Clerk of the Board.

Thank you,

Maria Songer, IPMA-CP
Acting Human Resources Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302
(818) 251-2226 | Fax: (818)-251-2169
LVMWD Job Opportunities

From: Guzman, Josie <JGuzman@lvmwd.com>
Sent: Monday, March 4, 2024 8:01 AM
To: Songer, Maria <MSonger@lvmwd.com>
Subject: RE: Board Directors per diem/compensation

Below are sections from the Las Virgenes Code regarding compensation and attendance to meetings. Las Virgenes Code Section 2-2.106 (e) (1)is in the process of being updated to include general meetings and educational seminars conducted by the Colorado River Water Users Association:

2-2.106 COMPENSATION
(a) Each Director shall be paid $220.00 for each day's attendance ("per diem compensation") at meetings of the Board, and for each day's service rendered as Director by request of the Board, not exceeding a total of ten (10) days in any calendar month. A Director shall be compensated for no more than one authorized meeting per day even if more than one meeting is attended in one day.
(b) Each representative of the District on the Board of Directors of the Metropolitan Water District of Southern California shall be paid $220.00 for each day's attendance at meetings of the Board of Directors of the Metropolitan Water District of Southern California or committees thereof, and for each day's service rendered as Director,

not exceeding a total of ten (10) additional days in any calendar month. The representative shall be compensated for no more than one meeting per day even if more than one meeting is attended in one day.
(c) Each Director, not a representative on the Board of Directors of the Metropolitan Water District of Southern California, shall be paid $220.00 for each day's attendance at meetings of the Board of Directors of the Metropolitan Water District of Southern California or committees thereof, not exceeding a total of three (3) days in any calendar month. The Director shall be compensated for no more than one meeting per day even if more than one meeting is attended in one day.

2-2.106 COMPENSATION (con'd.)
(e) Directors, other than Directors who have not been reelected to office, and including Directors-elect, may be compensated for attending the following meetings:
(1) General meetings and educational seminars conducted by Association of California Water Agencies (ACWA), the California Association of Sanitation Agencies (CASA), California Water Policy Planning Committee, Association of Water Agencies of Ventura County (AWA), WateReuse Association, Southern California Water Coalition, and California Special Districts Association (CSDA). At least annually the Board shall determine meetings for which the Board shall be compensated.
(2) Any meeting as appointed to serve by the Board as the Board's delegate/member.
(3) Directors may request, verbally to the General Manager or in writing that the Board authorize attendance at meetings and seminars conducted by other organizations on subjects related to District operations. Such request shall be considered by the Board at a meeting of the Board prior to the subject meeting or seminar. In those cases where it is not practical to consider attendance at a meeting of the Board prior to the subject meeting or seminar, the request may be considered at the next subsequent regular meeting of the Board.

From: Songer, Maria <MSonger@lvmwd.com>
Sent: Monday, March 4, 2024 7:54 AM
To: Guzman, Josie <JGuzman@lvmwd.com>
Subject: FW: Board Directors per diem/compensation

Good morning, Josie,

Are you able to help answer the questions below? You can send the response to me & I'll respond to Lucia below.

Thank you,
Maria

From: Lucia Cid-Sanchez <luciac@centralbasin.org>
Sent: Thursday, February 29, 2024 5:17 PM
To: customerservice@gswater.com; customercare@lhhcwd.com; Daisy Moreno <DMoreno@bellgardens.org>; customerservice@bsmwc.com; tsauitufuga@cerritos.us; inford@calwater.com; cityclerk@downeyca.org; maywood2@la.twcbc.com; Elisa Fidaleo <ElisaF@westbasin.org>; Songer, Maria <MSonger@lvmwd.com>; pduran@sdcwa.org; mgarcia@sgvwater.com; kristan@waterworkstechnology.com; mlopez@hpca.gov; Armando.Gonzalez@libertyutilities.com; mgarcia@sgvwater.com; priscilla@usgvmwd.org
Cc: Naja Braddock <najab@centralbasin.org>
Subject: Board Directors per diem/compensation

NO BACKUP INFORMATION ON ITEM 13 OF THE Exhibit. A

ORDINANCE NO. 35

ORDINANCE OF THE MESA WATER DISTRICT BOARD OF DIRECTORS REGARDING DIRECTORS COMPENSATION AND EXPENSE REIMBURSEMENT SUPERSEDING ORDINANCE NO. 34

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of the laws of the State of California (State or California); and

WHEREAS, the California Water Code (Water Code) governs compensation of the Mesa Water District Board of Directors (collectively, the "Board" and individually, a "Director") for each day of service rendered as a Director by request of the Board, together with any expenses incurred in the performance of his or her duties required or authorized by the Board; and

WHEREAS, the Board of Directors has previously adopted Ordinance No. 34 regarding compensation for Directors attendance at Board meetings, days of service at committee meetings, attendance at conferences, seminars, and other water related agencies' meetings and other activities, as specified by action of the Board, and the Board desires to supersede Ordinance No. 34 by adoption of this Ordinance, including the provisions hereof; and

WHEREAS, notice of the consideration of this Ordinance, and the proposed Director compensation changes set forth herein, has been provided consistent with the applicable requirements of California law; and

WHEREAS, it is the further desire of the Board to provide for reimbursement to Directors for expenses incurred in the performance of his or her duties as required or authorized by the Board.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF MESA WATER DISTRICT AS FOLLOWS:

Section 1: Board of Directors Meetings; Days of Service:

(a) Effective March 12, 2023, sixty (60) days after the adoption of Ordinance No. 34 the compensation paid to Directors shall be Three Hundred and Thirty-Six Dollars ($336.00) per day for each day's attendance at Board meetings, or for each day's service rendered as a Director by request of, or with the authorization of, the Board as further set forth herein.

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(b) Effective as of July 1, 2023, the compensation paid to Directors shall be Three Hundred and Fifty-Two Dollars ($352.00) per day for each day's attendance at Board meetings, or for each day's service rendered as a Director by request of, or with the authorization of, the Board as further set forth herein.

Section 2: **Meetings/Activities that Constitute Days of Service for the Purpose of Section 1:** The following meetings and activities shall constitute a day of service for purposes of Section 1 of this Ordinance:

(a) Committee and Other Agency Meetings: Committee meetings for those Directors assigned, or attending, as applicable, shall include the following:

(i). Engineering & Operations Committee;
(ii). Executive Committee;
(iii). Finance Committee;
(iv). Legislative and Public Affairs Committee;
(v). Other public agency meetings (including regular, adjourned regular and special meetings of the governing bodies of such public agencies as shall be designated and/or authorized by the Board from time to time); and
(vi). Other Mesa Water committees, including, but not limited to, *ad hoc* committees, as the Board shall designate by Board action from time to time.

(b) Teleconferencing: Participation at any public agency meeting that is covered under Section 2(a) by teleconference, or equivalent means, shall be considered as a day of service for the purpose of this Ordinance.

(c) Conferences and Seminars: Attendance at authorized conferences or seminars as assigned, designated and/or authorized by action of the Board.

(d) Meetings with Agencies, Organizations, and/or Representatives Concerning or Relating to Water, Governmental or Environmental Matters or Issues: Meetings by Director(s) of or with agencies or organizations, and/or representatives of such, in or related to the public water industry or governmental or environmental matters or issues to discuss, review, and/or receive information relating to Mesa Water, Mesa Water's business or operations, governmental or environmental matters or issues and/or water industry standards, operations, policy matters and/or fiscal issues.

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(e) Other Activities Approved by Action(s) of the Board: Activities by Director(s) other than as described in Sections 2 (a), (b), (c), or (d) above, as authorized by action(s) of the Board in advance of such activity(ies).

Section 3: Limitations:

(a) Maximum Number of Meetings/Days: The fee paid to the Directors shall be made for no more than one meeting per each day of service, and the maximum number of days for which any Director may receive compensation under Sections 1 or 2 hereof, in any calendar month shall be ten (10).

(b) No Duplicate Compensation: Notwithstanding the foregoing provisions of Sections 1 or 2, any Director that receives compensation from any other entity for attendance and/or participation of any meeting(s), conference(s), seminar(s) or other activity(ies) set out in Sections 1 or 2 shall not be compensated by Mesa Water.

Section 4: Matching Contributions: Effective as of May 21, 2023, the District shall make a matching contribution to the Mesa Water District 401(a) Plan (401(a) Plan) on behalf of a Director equal to the amount of such Director's salary deferrals to the District's Section 401(a) deferred compensation plan but not to exceed Two Thousand ($2,000) per month. The General Manager, or his or her designee, is hereby directed to determine the appropriate amendments to the 401(a) Plan, if any, in order to implement the terms of this section, and shall be authorized to execute said amendments on behalf of the District.

Section 5: Director Reimbursement(s): In addition to the compensation described in Section 1, and subject to applicable California law, Director's expenses shall be reimbursed if they are reasonable and necessary to conduct Mesa Water's business pursuant to provisions of the Mesa Water Director reimbursement policy(ies) as adopted by the Board, as are in effect on the date the expense is incurred.

Section 6: Authorization (Statutory Requirements): This Ordinance is adopted pursuant to Water Code Sections 20203 and 30523. To the extent required by law, this Ordinance shall satisfy the requirements of Water Code Sections 20201 and 20202 and California Government Code Section 53232.1.

Section 7: Effective Date: This Ordinance No. 35 shall take effect upon adoption hereof, subject to the provisions of Section 1 and Section 4 hereof (Effective Date).

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Section 8: **Superseding Prior Ordinance:** This Ordinance No. 35 shall supersede Ordinance No. 34 upon the Effective Date hereof, subject to the provisions of Section 1 and Section 2 hereof.

PASSED AND APPROVED at the regular meeting of the Board of Directors held on the 22nd day of March 2023 and adopted by the following roll call vote:

AYES:	DIRECTORS:	Atkinson, Bockmiller, Fisler, DePasquale, Dewane
NOES:	DIRECTORS:	
ABSTAIN:	DIRECTORS:	
ABSENT:	DIRECTORS:	

DocuSigned by:
Shawn Dewane
27DA17D0F23344E...
Shawn Dewane
President, Board of Directors

ATTEST:

DocuSigned by:
Denise Garcia
F61DD5296C8E4B5...
Denise Garcia
District Secretary

THE
METROPOLITAN WATER DISTRICT
ADMINISTRATIVE CODE

Disclaimer

THIS ADMINISTRATIVE CODE REFLECTS THE ACTIONS OF METROPOLITAN'S BOARD OF DIRECTORS THROUGH ITS MEETING ON November 14, 2023, AND MAY NOT REFLECT THE MOST CURRENT ACTIONS OF METROPOLITAN'S BOARD. IN CASE OF ANY DISCREPANCY BETWEEN THIS ONLINE VERSION AND METROPOLITAN'S OFFICIAL RECORDS, THE OFFICIAL RECORDS WILL PREVAIL.

Provisions updated to reflect the actions of the Board of Directors through its 11/14/2023 meeting.

the salary of the employee; provided, however, that travel by common carrier bus shall not be required.

Trips which require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for any transportation costs for trips over 200 miles one way by any form of transportation shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used. Determination of the standard round-trip coach airfare, for purposes of establishing a reimbursement limit on optional forms of travel, shall be made in advance whenever practicable. All airline travel shall be by airplane coach or economy class except: (1) when coach or economy seats are unavailable at the time of ticketing, or (2) where the Department Head or the Board Chairman finds that some physical problem, essential business, or exceptional circumstance warrants travel in a higher class.

(e) Limitations and Non-Reimbursable Expenses

(1) Directors may attend up to three meetings and conferences related to District purposes per calendar year at District expense (including registration and reasonable travel expenses). Attendance at additional meetings and conferences in a calendar year will not be at the expense of Metropolitan, unless approved in advance by the Chairman of the Board. Reasons for approval of additional meetings include representing Metropolitan in a leadership position for an organization, speaking at a meeting or conference on behalf of Metropolitan, or similar representation of Metropolitan.

(2) Costs of overnight stays for directors attending board and committee meetings will be paid or reimbursed by the District only for directors residing outside of a 35-mile radius of the meeting location or when reasonably required under the circumstances (such as for attendance at evening or early morning meetings, to accommodate director driving restrictions, or other similar situation), and approved by the Chairman of the Board.

(3) The expenses of a director's spouse or other family member who accompanies the director on District business shall not be borne by the District or reimbursable to a director unless specifically authorized in writing by the Chairman of the Board (or Executive Committee) in advance as an expense necessary for the proper representation of the District. Such reimbursements shall be reported as income of the recipient, as required under applicable tax law.

(4) Items of personal benefit, including but not limited to in-room movies, entertainment and mini-bar snacks and beverages are a personal expense and will not be paid or reimbursed by the District. No alcoholic beverages will be paid for or reimbursed by the District.

(5) The expenses of an employee or director shall not be reimbursed by the District to the extent that they are reimbursed by another party.

Section 435.6 - M.I. 33162 - March 11, 1980; paragraph (a) [formerly 435.6.1] amended by M.I. 33332 - July 8, 1980; paragraph (a) amended by M.I. 33823 - July 14, 1981. Section 435.6 repealed and Section 6325 adopted by M.I. 36464 - January 13, 1987, effective April 1, 1987; paragraph (e) added by M.I. 36745 - August 18, 1987; amended by M.I. 37492 -

Provisions updated to reflect the actions of the Board of Directors through its 11/14/2023 meeting.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

AND

THE MANAGEMENT AND PROFESSIONAL EMPLOYEES
ASSOCIATION OF
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
MAPA /AFSCME Local 1001

January 1, 2017 — December 31, 2021

payroll period that includes July 1, 2016 (example: an employee currently at Step 10 in Salary Grade 60, would be placed at Step 10 in Salary Grade 62), provided that the employee received an overall rating of Meets Standards or higher on his/her most recent performance evaluation.

An employee in one of the select classifications moving to a salary grade that is one (1) grade higher than his/her current salary grade, shall be placed at the salary step in his/her new range which corresponds to a one (1) salary step increase, effective the first payroll period that includes July 1, 2016 (example: an employee currently at Step 10 in Salary Grade 60, would be placed at Step 10 in Salary Grade 61), provided that the employee received an overall rating of Meets Standards or higher on his/her most recent performance evaluation.

The resulting salary differentials between each job classification within the Association bargaining unit, as reflected in Section 9.10, shall be maintained at no less than 10% except as outlined below throughout the term of this MOU.

9.2 Each year during the term of this Agreement, beginning the first pay period following adoption of the Agreement by the Board of Directors, the Association shall select an across-the-board salary adjustment (including, but not limited to, any across-the-board: cost of living adjustments calculated either as a percentage or dollar amount, additional salary grades, additional salary steps, or lump sum salary payments), whether a net increase or a net decrease, negotiated by another Exclusively Recognized Employee Organization representing another bargaining unit, to be applied to all classifications within the bargaining unit represented by the Association, effective the same date that the adjustment was applied to the other bargaining unit.

9.3 If for a given year, the other Exclusively Recognized Employee Organizations negotiate different across-the-board salary adjustments, the Association shall select which of the across-the-board adjustments applies to the bargaining unit it represents for that year. The Association is not restricted to selecting the same bargaining unit from year to year. However, once the Association has made a selection for a particular year, such selection shall apply in the same manner and at the same time(s) as in the unit for which the across-the-board adjustment was negotiated.

9.4 If, in any given year after the Association has made its annual selection, one of the other Exclusively Recognized Employee Organizations negotiates a higher salary increase, the employees represented by the Association shall receive the difference between that higher salary increase, and the increase which the Association had previously selected (Example: If the Association selects AFSCME Local 1902's 2% increase on July 1st, but the Supervisors Association later negotiates a 3% increase effective September 1st, then the Association shall receive an additional 1% increase). However, in no event will the Association's salary increases exceed any other represented unit's salary increase. The intent is that the employees represented by the Association not receive a greater value from the salary increases selected by the Association as a result of compounding.

9.5 Any salary adjustments for a specific classification(s) negotiated by one of the other Exclusively Recognized Employee Organizations shall likewise be applied to any and all

Lucia Cid-Sanchez

From: Maribeth Goldsby <mgoldsby@mwdoc.com>
Sent: Tuesday, March 5, 2024 8:40 AM
To: Lucia Cid-Sanchez
Cc: Cathy Harris
Subject: RE: [EXTERNAL] Board Directors Conference

Hi – Our Board is paid $327.43 per day/meeting – maximum 10 days/meetings per month. Thanks.

Maribeth Goldsby
District Secretary
Municipal Water District of Orange County (MWDOC)
P: (714) 593-5006 | **E:** MGoldsby@mwdoc.com
A: 18700 Ward Street, Fountain Valley, CA 92708

From: Lucia Cid-Sanchez <luciac@centralbasin.org>
Sent: Monday, March 4, 2024 5:40 PM
To: Maribeth Goldsby <mgoldsby@mwdoc.com>
Cc: Cathy Harris <charris@mwdoc.com>
Subject: RE: [EXTERNAL] Board Directors Conference

Hi Maribeth,

Can you please clarify, how much is the per diem for the directors?

From: Lucia Cid-Sanchez
Sent: Wednesday, February 28, 2024 10:46 AM
To: Maribeth Goldsby <mgoldsby@mwdoc.com>

Cc: Cathy Harris <charris@mwdoc.com>
Subject: RE: [EXTERNAL] Board Directors Conference

Hi Maribeth,

Thank you for your fast response.

From: Maribeth Goldsby <mgoldsby@mwdoc.com>
Sent: Wednesday, February 28, 2024 10:12 AM
To: Lucia Cid-Sanchez <luciac@centralbasin.org>
Cc: Cathy Harris <charris@mwdoc.com>
Subject: RE: [EXTERNAL] Board Directors Conference

Good morning – the MWDOC Board is authorized to attend 10 meetings (or days) per month – the Administrative Code does not specify if those days are conference related, however the days/meetings must conform to the requirements of the Admin Code (see excerpt below).

With respect to conferences, there are a number of conferences authorized in the budget which the Board members are eligible to attend. If a conference comes up that is not in the budget, we present that conference to the Board for approval.

Let me know if that helps. Thanks!

Excerpts from the MWDOC Admin Code related to compensation:

§1400 DIRECTORS' COMPENSATION

Members of the Board shall be compensated in line with the most recently adopted Ordinance on Board compensation, in compliance with any compensation increase permitted by State law (Water Code § 20200 et seq.), as may be amended from time to time. Members of the Board shall submit a Compensation Voucher complying with the submittal timelines described under Section 2206 of this Code. The Compensation Vouchers shall be approved by the Board President. In the absence of the Board President, any member of the Executive Committee or Administration & Finance Committee may approve the Compensation Vouchers.

So that they may devote as much time as is necessary or beneficial to the full performance of their roles, such compensation shall be paid for each day's attendance at meetings of the Board, its Committees, and other functions deemed necessary and approved or ratified by the Board. Attendance at all meetings/conferences require Board approval or ratification except those meetings outlined in Section 1403

(meetings that do not require prior Board approval or ratification). The maximum number of days for which a Director may receive compensation shall not exceed ten in any calendar month.

§1403 DIRECTORS ATTENDANCE AT OTHER MEETINGS

It is recognized that each member of the Board expends a considerable amount of time and effort serving on committees and attending meetings. While the MWDOC and its Directors derive great benefit through participation in various meetings, Directors' attendance at conferences, conventions, workshops, seminars, etc. outside the MET service area requires prior authorization of the Board. Additionally, any registration exceeding $500 also must have prior authorization of the Board. Expenses incurred that do not meet the above criteria require Board ratification before expenses can be approved. Without approval or ratification of the Board, such expenses will not be reimbursable.

Attendance is authorized without prior authorization of the Board, at the following meetings, but shall be monitored by periodic Board review. Directors may attend, without prior Board approval, association board, council and committee meetings as necessary, if the Director has been appointed to a specific board, council or committee or association.

Additional meetings that do not require prior approval or ratification of the Board (to be eligible for per diem compensation and expense reimbursement) include attendance at:

- MET Board and Committee meetings
- Water-related Inspection Trips
- Member Agency Board and Committee meetings
- Meetings with members of the boards, city councils, or management staff of MET and agencies within Orange County regarding water-related issues
- Meetings with legislators and/or legislative staff
- Independent Special Districts of Orange County (ISDOC) meetings
- Meeting with elected officials and/or the elected official's staff
- Meetings with representatives of bureaucracies at the local, state, and regional levels
- Water Advisory Committee of Orange County (WACO) meetings
- Orange County Water Association Meetings
- Educational and compliance training
- Other MWDOC or water-related meetings

In accordance with AB 1234, each Director shall provide a brief report (oral or written) on meetings attended at the expense of the District, at the next monthly Board meeting.

Transparency

Our customers' have the right to expect transparent government information in accordance with AB2040. Orchard Dale Water District complies with the transparency requirements.

Water Code Section 20202 establishes the parameters in which Board members can be compensated for their service. The ODWD Board of directors approved their Per Diem policy at $195.00 per event, for a maximum of ten (10) events per calendar month.
Click HERE to view the State Controller's website regarding Orchard Dale Water District's compensation in California.

Senate Bill 272

Below is a link to Orchard Dale Water District's Enterprise System Catalog pursuant to California Government Code Section 6270.5.
Enterprise System Catalog

SALARY COMPENSATION

The Pico Water District's Board of Directors sets and adopts compensation for Directors and compensation ranges for District employees, including all benefits. The Board meets regularly on the first and third Wednesday of each month at 5;30 p.m.. at the District's office. Water Code 20202 establishes the parameters in which Board members can be compensated for service. Board members are compensated based upon each day of service provided to the District and cannot be paid for attending more than ten (10) Board-approved meetings per month. Board members are paid $150 for each day of Board-approved service.

The California State Controller's Office hosts a database of public employee salaries. In accordance with AB2040, Pico Water District complies with all applicable transparency requirements by disclosing all compensation to the State Controller's Office.

Click **HERE** to view the State Controller's website regarding Pico Water District's compensation.

BOARD MEMBER COMPENSATION

Board members are compensated at the rate of $100 for each day's attendance at regular or special District meetings and $50 per day for attendance at other qualifying events. Compensation is limited to a total of 10 days per month.

Compensation is in addition to reimbursement for meals, lodging, and travel expenses incurred by attending a qualifying event. Board members are required to submit expense reports prior to reimbursement. Registration fees are also eligible for coverage by the District, in addition to compensation.

2023 Compensation Rates	
Larry Taylor	$2,200.00
Mary Cammarano	$2,400.00
Charles DeLaTorre	$2,200.00
Domingo Sauceda	$2,400.00
Anagh Mamdapurkar	$2,300.00

Lucia Cid-Sanchez

From: Elisa Misenas-Fidaleo <elisaf@westbasin.org>
Sent: Tuesday, March 5, 2024 7:51 AM
To: Lucia Cid-Sanchez
Cc: Naja Braddock
Subject: RE: Board Directors per diem/compensation

Good Morning Lucia,

Our directors' per diem is $303.88 per meeting. Please let me know if you need anything else.

Regards,

Elisa Misenas-Fidaleo, SHRM-CP
Manager of Human Resources
t: (310) 660-6275 | **m:** (310) 387-8752
e: elisaf@westbasin.org | **w:** westbasin.org

West Basin Municipal Water District
17140 Avalon Blvd., Carson, CA 90746

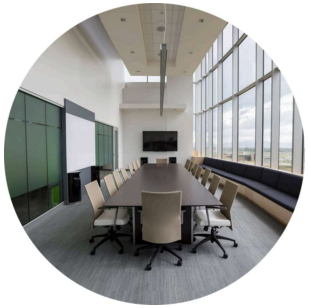
From: Lucia Cid-Sanchez <luciac@centralbasin.org>
Sent: Monday, March 4, 2024 4:43 PM
To: Elisa Misenas-Fidaleo <elisaf@westbasin.org>
Cc: Naja Braddock <najab@centralbasin.org>
Subject: RE: Board Directors per diem/compensation

Hi Elisa,

We received the information. Thank you for your fast response. Can you please clarify, how much is the per diem?

Board of Directors Compensation and Benefits

Meeting Compensation:



West Basin Municipal Water District Per Diem: It is the policy of the West Basin Municipal Water District to compensate its Directors for the time they dedicate to advancing the projects and activities of the District. Each Director is authorized to be compensated for up to 10 meetings per month at $270.70 per meeting. There is a maximum of one compensated meeting per day. “Meetings” are defined as meetings of the Board, committee meetings, and such other meetings and events as reasonably necessary to further the interests of the District, subject to Board approval.

Metropolitan Water District of Southern California (MWD) Per Diem: Each Director appointed to act as the MWD representative receives $270.70 per meeting they attend on behalf of MWD, not to exceed a total of 10 meetings per month. There is a maximum of one compensated meeting per day.

1.22 Communication Allowance

District Directors may receive a communications allowance of $200 per month. The District's Metropolitan representatives who are not District Directors shall not receive this allowance. An Appointed Water Purveyor shall not be eligible to receive this allowance.

This monthly amount reflects the necessary cost to cover the following equipment and services:

- All-in-one printer, copier and scanner,
- cellular phone,
- computer and monitor,
- dedicated phone line,
- fax machine,
- printer,
- software, and
- wireless communication and Internet.

District Directors will receive a flat monthly communications allowance. The monthly payment shall be in-lieu of the payment or reimbursement for any telephone calls, Internet fees, equipment or media.

1.23 Compensation to Directors for Attendance at Meetings

It is the policy of the District to compensate its Directors for the time they dedicate to advancing the projects and activities of the District. Directors shall be compensated for each day's attendance at meetings of the Board and committees thereof, or for each day's work at direction of the Board, not exceeding a total of 10 days in any calendar month. Such amount may be established by ordinance or resolution. Directors will also be reimbursed for authorized travel and other expenses when on official duty or when acting on behalf of Board. (For Metropolitan Water District Representatives, please refer to the Directors' Code of Conduct.)

"Meetings" are defined as meetings of the Board, committee meetings and such other meetings and events as reasonably necessary to further the interests of the District, subject to Board approval. The District will pay each Director per diem for each day's attendance at approved meetings as set forth below and reimburse expenses.

The amount of compensation to Directors may be increased each March pursuant to Ordinance No. 01-24 by the Consumer Price Index (CPI) percentage for the previous 12-month period or five percent (5 percent), whichever is less.

1.24 Number of Meetings

g) Each Director shall be compensated (a per diem) in the amount established by Ordinance 01-24 for each day's attendance at approved meetings of the District and conferences as described below, not exceeding a total of 10 meetings in each calendar month. Directors are prohibited from receiving compensation for more than one meeting in the same day.

h) Each Representative of the Metropolitan Water District of Southern California ("Metropolitan") appointed by the District, and who is not a District Director shall be compensated (a per diem) in the amount established by Ordinance 01-24 for no more than 10 Metropolitan meetings or conferences in each calendar month, as described below.

i) Each District Director who is also appointed by the Board as a Metropolitan Representative shall be compensated (a per diem) in the amount established by resolution for each day's attendance at approved meetings of the Board and the Metropolitan Board and conferences as described above, not exceeding a total of 20 days in each calendar month. However, no more than 10 meetings per month for any one District are allowed. Each person who represents the District on the Metropolitan Board shall attend Metropolitan committee and Board meetings and their Board's committee and Board meetings and such other meetings as are reasonably necessary to adequately represent the interests of the District to which they have been appointed.

j) Each Director who is also appointed by the Board as a Metropolitan Representative shall not receive more than the amount established by Ordinance 01-24 for each day's attendance at approved meetings. Directors are prohibited from receiving compensation for more than one meeting in the same day, even when such Director attends a Metropolitan and any of their approved Board meetings.

AGENDA NO. 5

Central Basin Municipal Water District

MARCH 10, 2022 – Administration & Finance
Apodaca, Hawkins, Chacon
MARCH 28, 2022 – Board Meeting
Prepared by: Naja Braddock
Submitted by: Naja Braddock
Approved by: Dr. Alejandro Rojas

ACTION ITEM

DIRECTORS' COMPENSATION: PER DIEM

SUMMARY

Chapter 9 Directors' Code of Conduct: Article 1 – Code of Conduct Policy: 1.23 Compensation to Directors for Attendance at Meetings states, "The amount of compensation to Directors may be increased each March pursuant to Ordinance No. 01-24 by the Consumer Price Index (CPI) percentage for the previous 12-month period or five percent (5 percent), whichever is less."

Because the adjustment is codified in the District's administrative code with an established time (annually), date (March), and amount (CPI or 5%) the Board must take action to forego the adjustment; otherwise, according to the administrative code, the District has the discretion to increase the per diem accordingly. For purposes of law, statue or code "*shall*" is construed as "*may*" making the adjustment automatic; thereby, requiring board action only when the Board wishes to forego the adjustment as we are recommending for the March 2022 adjustment.

We could not find any documentation regarding the last time the per diem was addressed by the Board. The last adjustment we could find was made in 2008 (according to payroll records); therefore, in October 2021 we adjusted the per diem according to the CPI through March 2021 (cumulative adjustment 26.6% or annual adjustment of 2.04%).

Because the most recent adjustment was within the last 12 months we are recommending the Board vote to forego the March 2022 adjustment.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS

Funds for Directors' compensation are included in the FY 2021-22 Budget and will be included in the FY 2022-23 Budget.

ENVIRONMENTAL COMPLIANCE

Not applicable.

COMMITTEE STATUS

This item was reviewed by the Administration & Finance Committee on March 10, 2022.

RECOMMENDED MOTION

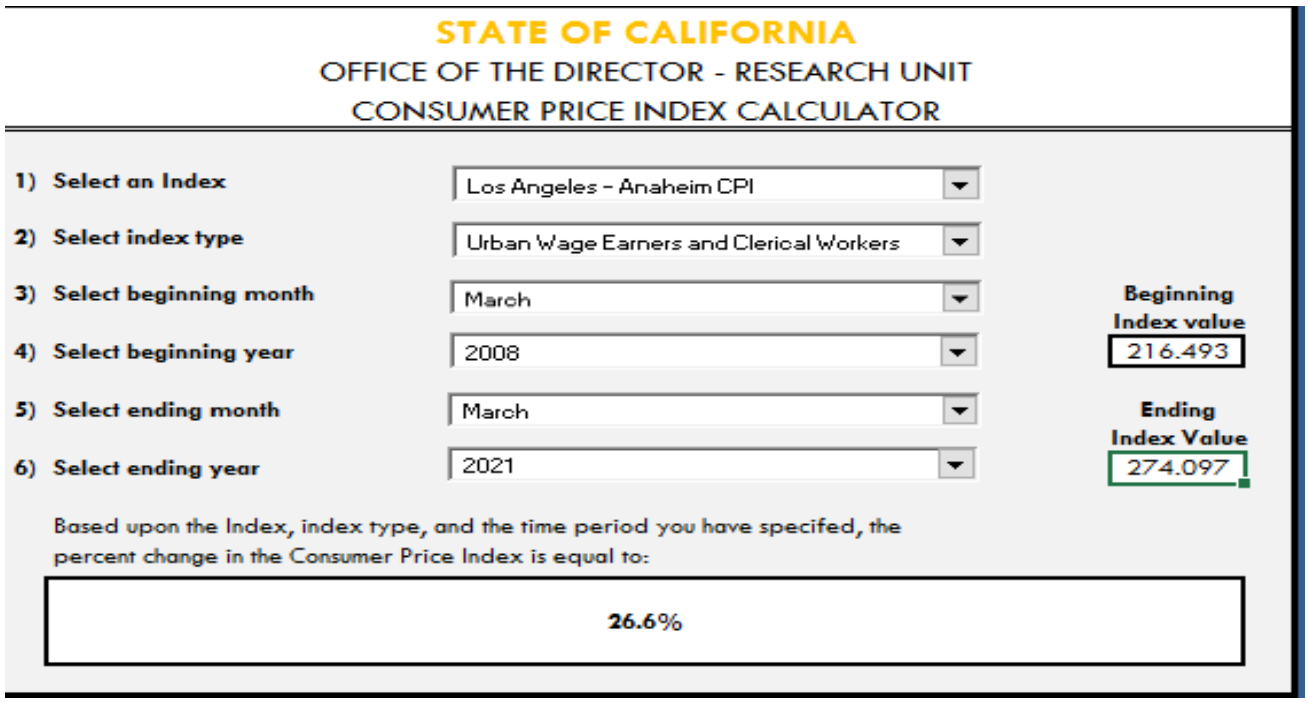
Staff recommends that the current (revised October 2021) per diem remain unchanged and no adjustment be made for the March 2022 annual adjustment period.

EXHIBITS:

Exhibit “A” - Consumer Price Index Calculator

Y:\centralbasinboard\cbmwdmemos\2022\22mar004

Per Diem 03/2008	CPI Change	Per Diem 03/2021
$ 233.17	26.6%	$ 295.19



STATE OF CALIFORNIA
OFFICE OF THE DIRECTOR - RESEARCH UNIT
CONSUMER PRICE INDEX CALCULATOR

1) Select an Index: Los Angeles - Anaheim CPI
2) Select index type: Urban Wage Earners and Clerical Workers
3) Select beginning month: March
4) Select beginning year: 2008
5) Select ending month: March
6) Select ending year: 2021

Beginning Index value: 216.493
Ending Index Value: 274.097

Based upon the Index, index type, and the time period you have specifed, the percent change in the Consumer Price Index is equal to:

26.6%

5. DIRECTORS' COMPENSATION: PER DIEM

RECOMMENDED MOTION: Staff recommends that the current (revised October 2021) per diem remain unchanged and no adjustment be made for the March 2022 annual adjustment period.

ACTION:	**APPROVED [6 to 2]**
MOVER:	Director Hawkins
SECONDER:	Director Apodaca
AYES:	Director Apodaca, Gualtieri, Hawkins, Rodrigue, Negrete, Chacon
NAYS:	Director Vasquez and Camacho-Rodriguez
ABSTAIN:	None
ABSENT:	None

ORDINANCE NO. 01-24

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE CENTRAL BASIN MUNICIPAL WATER DISTRICT AMENDING ORDINANCE NO. 93-21 RELATING TO DIRECTORS' COMPENSATION

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

Section 1. Purpose.

Ordinance No. 93-21 provides municipal water directors and Metropolitan Water District directors shall be compensated for up to ten meetings per month. This Ordinance amends parts of Ordinance No. 93-21 by reducing the rate of increase of the fees.

Section 2. Amendment.

Section 3 of Ordinance No. 93-21 is amended and reenacted to read:

"**Section 3. Directors' Compensation.**

Directors shall be compensated as set forth in the Administrative Code. Each director shall be paid not more than $205.23 for each day's attendance at meetings of the board and committees thereof, and for each day's service rendered as director by request of the board, not exceeding a total of ten days in any calendar month. Each representative of the District on the board of directors of The Metropolitan Water District of Southern California shall be paid not more than $205.23 for each day's attendance at meetings of the board and committees thereof, and for each day's service rendered as director by request of the board, not exceeding a total of ten days in any calendar month.

Effective March 1, 2001, Director's compensation will remain at the rate of $195.46 for 24 months. After this 24-month period, the Board shall consider changing the compensation rate. If the Board decides on an increase, the maximum amount of the increase will be the CPI for the previous 12-month period or five percent (5%), whichever is less.

Section 3. Effective Date.

This Ordinance shall become effective sixty days after adoption.

Section 4. Other.

Except as provided herein, Ordinance No. 93-21 is affirmed and readopted.

PASSED, APPROVED AND ADOPTED on January 22, 2001.

Robt Cpenden
President

ATTEST:

Charlene Moore
Secretary

(SEAL)

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Peggy Williams

CONSENT ITEM

Investment Report, Liquidity and Day's Cash Evaluation

EXHIBITS:

24March0012 2024 Investment Report - Feb 2024.pdf
24Mar0012 Exhibit A.pdf
24Mar0012 Exhibit B.pdf
24Mar0012 Exhibit C.pdf
24Mar0012 Exhibit D.pdf

Central Basin Municipal Water District

March 14, 2024 – Administration & Finance
Chacon, Gualtieri, Garza
March 25, 2024 – Board Meeting
Prepared by: Peggy Williams, Kenneth Pun
Submitted by: Peggy Williams
Approved by: Kenneth Pun

CONSENT CALENDAR

INVESTMENT REPORT, LIQUIDITY & DAY'S CASH EVALUATION – FEBRUARY ACTIVITIES

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."

The March 2024 Investment Report was not reviewed and approved at the March 14th Administration & Finance Committee meeting due to the absence of the General Manager and the missed deadline for submission. The Finance Department has commenced the reporting effective immediately and submitting it to the March 25, 2024 board meeting for review and approval.

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 US Bank.

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.

March 2024 Investment Report: February Activities

Total District cash and investments, inclusive of unrestricted and restricted sources, was $15,370,695 as of February 29, 2024.

- The Unrestricted Investment Portfolio has a market value of $14,212,982 as of February 29, 2024.
    - Cash in Bank balance as of February 29, 2024 was $2,484,672.
    - The LAIF Investment balance as of February 29, 2024 was $5,436,703.
    - The LACPIF Investment balance as of February 29, 2024 was $1,171,000.
    - The UBS Investment balance as of February 29, 2024 was $5,120,607.
- Restricted Cash and Investment Portfolio as of February 29, 2024 has a market value of $1,157,713.

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.

				LAIF Average Effective Yield								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	2.43%	2.83%	2.83%	2.87%	2.99%	3.17%	3.43%	3.43%	3.54%	3.67%	3.84%	3.93%
2024	4.01%	4.12%										

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.

				LACPIF Average Effective Yield								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	3.31%	3.43%	3.43%	3.72%	3.75%	3.82%	3.84%	3.78%	3.85%	3.88%	4.02%	4.17%
2024	4.15%											

FISCAL IMPACTS:

N/A

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 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
July	6,278,392	9,276,723	13,917,106	17,789,856	13,491,066
August	7,386,816	13,525,733	14,484,739	17,825,624	13,227,017
September	7,914,748	10,726,002	16,450,582	15,782,871	13,433,156
October	8,186,677	11,789,102	16,839,397	15,751,779	14,087,746
November	8,382,349	12,377,901	16,185,351	15,926,404	13,990,331
December	9,187,200	11,695,070	17,092,665	14,653,749	14,342,285
January	9,630,169	13,529,124	22,651,049	16,041,361	13,701,870
February	9,252,960	13,102,526	19,747,205	15,985,243	14,212,981
March	9,500,853	13,212,931	19,436,989	16,267,994	
April	9,837,829	11,982,204	18,800,417	16,643,862	
May	9,258,731	12,422,314	18,697,342	14,161,774	
June	9,620,990	15,668,579	18,171,307	13,282,371	
Average/Month	**8,703,143**	**12,442,351**	**17,706,179**	**15,842,741**	**13,810,807**

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 not reviewed by the Administration & Finance Committee on March 14, 2024.

GENERAL COUNSEL REVIEW:

RECOMMENDED MOTION:

That the Board receive and file this information.

EXHIBITS:

Exhibit “A” – Treasurer’s Cash and Investment Report as of 02/29/2024
Exhibit “B” – 2022A and 2022B Reserve Funds Schedule of Investments

P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3952 ARP 7101 S Y ST01

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CENTRAL BASIN MUNICIPAL WATER DISTRICT
OPERATING
6252 TELEGRAPH RD
COMMERCE CA 90040-2512

Business Statement

Account Number:
1 583 0018 2652
Statement Period:
Feb 1, 2024
through
Feb 29, 2024

☎ *To Contact U.S. Bank*

Commercial Customer Service: *800-798-6466*

U.S. Bank accepts Relay Calls

Internet: *usbank.com*

NEWS FOR YOU

Protecting your personal information is one of our top priorities. We also take great care to make sure your information is accurate. As we continue getting to know you, you may receive a future call to ensure your account information is up to date. As a financial institution, we safeguard your account through *Know Your Customer*, an important banking guideline to mitigate risk.

To learn more about the Know Your Customer policy, please visit **usbank.com/KYC**.

ANALYZED CHECKING

Member FDIC

U.S. Bank National Association

Account Number 1-583-0018-2652

Account Summary

	# Items		
Beginning Balance on Feb 1		$	2,272,041.88
Customer Deposits	3		1,298,903.11
Other Deposits	6		1,358,660.87
Other Withdrawals	41		2,209,699.49-
Summary Post	25		235,234.34-
Ending Balance on Feb 29, 2024		**$**	**2,484,672.03**

Customer Deposits

Number	*Date*	*Ref Number*	*Amount*
	Feb 13	8314621736	5,363.51
	Feb 13	8314621745	664,980.65
	Feb 28	8614168589	628,558.95

Total Customer Deposits **$ 1,298,903.11**

Other Deposits

Date	*Description of Transaction*		*Ref Number*	*Amount*
Feb 9	Wire Credit REF003058 ORG=CA WATER SERVICE CO	BK AMER NYC 240209B0019Y COMMERCIAL ACCT 1720 NO		$ 57,658.95
Feb 9	Wire Credit REF000881 ORG=GOLDEN STATE WATER	WELLS SF 240209B001WD COMPANY 630 E FOOTHILL B		720,445.77
Feb 13	Electronic Deposit REF=240440036941460N00	From City Of Vernon 1356000808ACH1 OP 1401		23,645.60
Feb 14	Electronic Deposit REF=240440101589660N00	From LIBERTY UTILITIE 1528360000PAYMENTS 000002000072870		524,036.29
Feb 22	Electronic Deposit REF=240530031659260N00SD	From SOUTHWEST WATER 5951840947SWWC		6,848.00
Feb 26	Electronic Deposit REF=240540102865820N00	From CITY OF DOWNEY 1951918226AP PAYMENT100793		26,026.26

Total Other Deposits **$ 1,358,660.87**

Products and services available in U.S. only. Eligibility requirements and restrictions apply. For additional information, contact a U.S. Bank branch or call 800-872-2657.

BALANCE YOUR ACCOUNT

To keep track of all your transactions, you should balance your account every month. Please examine this statement immediately. We will assume that the balance and transactions shown are correct unless you notify us of an error.

Outstanding Deposits

DATE	AMOUNT
TOTAL	$

Outstanding Withdrawals

DATE	AMOUNT
TOTAL	$

1. List any deposits that do not appear on your statement in the Outstanding Deposits section at the left. Record the total.
2. Check off in your checkbook register all checks, withdrawals (including Debit Card and ATM) and automatic payments that appear on your statement. Withdrawals that are NOT checked off should be recorded in the Outstanding Withdrawals section at the left. Record the total.
3. Enter the ending balance shown on this statement. $_____
4. Enter the total deposits recorded in the Outstanding Deposits section. $_____
5. Total lines 3 and 4. $_____
6. Enter the total withdrawals recorded in the Outstanding Withdrawals section. $_____
7. Subtract line 6 from line 5. This is your balance. $_____
8. Enter in your register and subtract from your register balance any checks, withdrawals or other debits (including fees, if any) that appear on your statement but have not been recorded in your register.
9. Enter in your register and add to your register balance any deposits or other credits (including interest, if any) that appear in your statement but have not been recorded in your register.
10. The balance in your register should be the same as the balance shown in #7. If it does not match, review and check all figures used, and check the addition and subtraction in your register. If necessary, review and balance your statement from the previous month.

IMPORTANT DISCLOSURES TO OUR CONSUMER CUSTOMERS

In Case of Errors or Questions About Your Checking, Savings, ATM, Debit Card, ACH, Bill Pay and Other Electronic Transfers

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days* after we sent you the FIRST statement on which the error or problem appeared. Telephone us at the number listed on the front of this statement or write to us at U.S. Bank, EP-MN-WS5D, 60 Livingston Ave., St. Paul, MN 55107.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

*Please note: Paper draft and paper check claims must be disputed within 30 days per Your Deposit Account Agreement.

IMPORTANT DISCLOSURES TO OUR BUSINESS CUSTOMERS

Errors related to any transaction on a business account will be governed by any agreement between us and/or all applicable rules and regulations governing such transactions, including the rules of the National Automated Clearing House Association (NACHA Rules) as may be amended from time to time. If you think this statement is wrong, please telephone us at the number listed on the front of this statement immediately.

CONSUMER BILLING RIGHTS SUMMARY REGARDING YOUR RESERVE LINE

What To Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:
U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528.
In your letter, give us the following information:

- ***Account information:*** Your name and account number.
- ***Dollar Amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Reserve Line Balance Computation Method: To determine your **Balance Subject to Interest Rate**, use the dates and balances provided in the Reserve Line Balance Summary section. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your **Balance Subject to Interest Rate**. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The ***INTEREST CHARGE*** begins from the date of each advance.

REPORTS TO AND FROM CREDIT BUREAUS FOR RESERVE LINES

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

CONSUMER REPORT DISPUTES

We may report information about account activity on consumer and small business deposit accounts and consumer reserve lines to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: Consumer Bureau Dispute Handling (CBDH), P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

ANALYZED CHECKING (CONTINUED)

U.S. Bank National Association

Account Number 1-583-0018-2652

Other Withdrawals

Date	*Description of Transaction*		*Ref Number*	*Amount*
Feb 2	Electronic Withdrawal	To ADP PAYROLL FEES		$ 221.10-
	REF=240320106315840N00	9659605001ADP FEES 407558000234		
Feb 5	Electronic Withdrawal	To Public Storage I		444.00-
	REF=240330184337140N00	4953551121RENTAL 000000043342894		
Feb 5	Electronic Withdrawal	To Public Storage I		585.00-
	REF=240330184338010N00	4953551121RENTAL 000000043341778		
Feb 5	Electronic Withdrawal	To Public Storage I		704.00-
	REF=240330184336820N00	4953551121RENTAL 000000043342891		
Feb 6	Electronic Withdrawal	To ADP Tax		19,192.66-
	REF=240360111781260N00	1223006057ADP Tax 03AIG 020706A01		
Feb 6	Electronic Withdrawal	To ADP WAGE PAY		33,550.59-
	REF=240360112706830N00	9333006057WAGE PAY 926432094488AIG		
Feb 7	Electronic Withdrawal	To SO CAL EDISON CO		1,078.24-
	REF=240370109053780N00	4951240335BILL PAYMT700463977720		
Feb 7	Electronic Settlement	From CBMWDPAYROLL		1,142.32-
	REF=240380028214190Y00	SETTLEMENTPC CLEAR		
Feb 8	Electronic Withdrawal	To CALPERS		961.11-
	REF=240380121748570N00	19462074651900 1836073579		
Feb 8	Electronic Withdrawal	To CALPERS		2,116.01-
	REF=240380135572390Y00	19462074653100 1836073579		
Feb 8	Electronic Withdrawal	To CALPERS		2,592.78-
	REF=240380135572370Y00	19462074653100 1836073579		
Feb 8	Electronic Withdrawal	To CALPERS		4,389.61-
	REF=240380135572350Y00	19462074653100 1836073579		
Feb 9	Electronic Withdrawal	To NATIONWIDE		155.00-
	REF=240390143923440N00	9000190071PAYMENTS DCD0010685414		
Feb 9	Electronic Withdrawal	To NATIONWIDE		155.00-
	REF=240390143923520N00	9000190071PAYMENTS DCD0010688590		
Feb 9	Electronic Withdrawal	To ADP PAYROLL FEES		255.70-
	REF=240390094625760N00	9659605001ADP FEES 774092876718		
Feb 12	Electronic Settlement	From CBMWDPAYROLL		30,095.54-
	REF=240430071361340Y00	SETTLEMENTPC CLEAR		
Feb 14	Electronic Withdrawal	To SO CAL EDISON CO		18.72-
	REF=240440128689410N00	4951240335BILL PAYMT700439252521		
Feb 16	Electronic Settlement	From CBMWDPAYROLL		996.24-
	REF=240470018526950Y00	SETTLEMENTPC CLEAR		
Feb 16	Electronic Withdrawal	To REGUS MANAGEMENT		1,171.23-
	REF=240460120669800N00	3201975241INVOICEPAY13392721CENTRAL		
Feb 16	Electronic Withdrawal	To REGUS MANAGEMENT		1,521.01-
	REF=240460120669900N00	3201975241INVOICEPAY12254521CENTRAL		
Feb 16	Electronic Withdrawal	To REGUS MANAGEMENT		4,410.36-
	REF=240460120671020N00	3201975241INVOICEPAY12254505CENTRAL		
Feb 16	Electronic Withdrawal	To REGUS MANAGEMENT		4,607.89-
	REF=240460120669960N00	3201975241INVOICEPAY12254513CENTRAL		
Feb 20	Electronic Withdrawal	To ADP Tax		15,294.63-
	REF=240470062753640N00	1223006057ADP Tax 03AIG 022108A01		
Feb 20	Electronic Withdrawal	To ADP WAGE PAY		33,657.18-
	REF=240470059705340N00	9333006057WAGE PAY 579067611432AIG		
Feb 21	Electronic Withdrawal	To ADP PAYROLL FEES		159.85-
	REF=240510164082820N00	9659605001ADP FEES 412570611912		
Feb 21	Electronic Withdrawal	To 1ST BANKCARD CTR		9,061.56-
	REF=240510251577360N00	8104000010ONLINE PMTCC0008892300		
Feb 22	Electronic Withdrawal	To NATIONWIDE		155.00-
	REF=240520194334070N00	9000190071PAYMENTS DCD0010740115		
Feb 22	Electronic Withdrawal	To NATIONWIDE		155.00-
	REF=240520194334130N00	9000190071PAYMENTS DCD0010740374		

ANALYZED CHECKING (CONTINUED)

U.S. Bank National Association

Account Number 1-583-0018-2652

Other Withdrawals (continued)

Date	Description of Transaction		Ref Number	Amount
Feb 22	Electronic Withdrawal REF=240520173640680N00	To CALPERS 19462074651900 1836073579		211.11-
Feb 22	Electronic Settlement REF=240530018734590Y00	From CBMWDPAYROLL SETTLEMENTPC CLEAR		536.69-
Feb 22	Electronic Withdrawal REF=240520189967360Y00	To CALPERS 19462074653100 1836073579		2,063.05-
Feb 22	Electronic Withdrawal REF=240520189967340Y00	To CALPERS 19462074653100 1836073579		2,592.78-
Feb 22	Electronic Withdrawal REF=240520189967320Y00	To CALPERS 19462074653100 1836073579		4,389.61-
Feb 23	Electronic Withdrawal REF=240530108206910Y00	To CALPERS 19462074653100 1836073579		52.96-
Feb 23	Electronic Settlement REF=240540035035130Y00	From CBMWDPAYROLL SETTLEMENTPC CLEAR		194.78-
Feb 23	Electronic Withdrawal REF=240530058992920N00	To ADP PAYROLL FEES 9659605001ADP FEES 927932426052		221.10-
Feb 27	Electronic Withdrawal REF=240580029238090N00	To SO CAL EDISON CO 4951240335BILL PAYMT700619309476		13.92-
Feb 27	Electronic Withdrawal REF=240580029237800N00	To SO CAL EDISON CO 4951240335BILL PAYMT700588251187		22,873.91-
Feb 29	Electronic Withdrawal REF=240590196379260N00	To FIRST DIGITAL TE 2870669206FIRST DIGI2S6VQSN4EOHUG4S		603.49-
Feb 29	Electronic Withdrawal REF=240590166682870N00	To TELEPACIFIC COMM 1456972756800399492520948276l4		3,620.33-
Feb 29	Electronic Settlement REF=240600027314550Y00	From CBMWDPAYROLL SETTLEMENTPC CLEAR		2,003,478.43-
			Total Other Withdrawals	**$ 2,209,699.49-**

Summary Post

Date	Description of Transaction		Ref Number	Amount
Feb 1	Summary Post of	1 Items		$ 272.00-
Feb 8	Summary Post of	5 Items		60,815.12-
Feb 9	Summary Post of	2 Items		310.46-
Feb 12	Summary Post of	6 Items		108,430.16-
Feb 13	Summary Post of	2 Items		947.45-
Feb 14	Summary Post of	1 Items		900.80-
Feb 15	Summary Post of	5 Items		8,658.35-
Feb 20	Summary Post of	1 Items		7,500.00-
Feb 22	Summary Post of	1 Items		45,000.00-
Feb 23	Summary Post of	1 Items		2,400.00-
			Total (25) Summary Post	**$ 235,234.34-**

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 1	2,271,769.88	Feb 12	2,782,680.20	Feb 22	3,863,545.74
Feb 2	2,271,548.78	Feb 13	3,475,722.51	Feb 23	3,860,676.90
Feb 5	2,269,815.78	Feb 14	3,998,839.28	Feb 26	3,886,703.16
Feb 6	2,217,072.53	Feb 15	3,990,180.93	Feb 27	3,863,815.33
Feb 7	2,214,851.97	Feb 16	3,977,474.20	Feb 28	4,492,374.28
Feb 8	2,143,977.34	Feb 20	3,921,022.39	Feb 29	2,484,672.03
Feb 9	2,921,205.90	Feb 21	3,911,800.98		

Balances only appear for days reflecting change.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

March 15, 2024

LAIF Home
PMIA Average Monthly Yields

CENTRAL BASIN MUNICIPAL WATER DISTRICT

GENERAL MANAGER
6252 TELEGRAPH ROAD
COMMERCE, CA 90040-2512

Tran Type Definitions

Account Number: 90-19-016

February 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	5,436,703.27
Total Withdrawal:	0.00	Ending Balance:	5,436,703.27

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 462, Los Angeles, California 90012
Telephone: (213) 974-3385 Fax: (213) 626-1701
ttc.lacounty.gov and propertytax.lacounty.gov

KEITH KNOX
TREASURER AND TAX COLLECTOR

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

March 6, 2024

Alex Rojas, General Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, California 90040-2512

Dear Alex Rojas:

MONTHLY eCAPS REPORT

Attached please find for your review and reference, the Balance Sheet Detail Activity by Fund report from eCAPS for the month ended February 29, 2024.

Should you have any questions, you may contact Marivic Liwag, Assistant Operations Chief, of my staff at (213) 584-1252 or mliwag@ttc.lacounty.gov.

Very truly yours,

KEITH KNOX
Treasurer and Tax Collector

Jennifer Koai
Operations Chief

JK:ML:en

Attachment
Fund: T3F

Balance Sheet Detail Activity By Fund

February 1, 2024 - February 29, 2024

Fiscal Year: 2024 **Fiscal Period:** 8
Fund Class: TT15 TTC-ICG LAPIF **Fund:** T3F CentralBasinMWD

Balance Sheet Category	Balance Sheet Class	Balance Sheet Account	Record Date	Document	Description	Beginning Balance	Debits	Credits	Ending Balance
Asset									
1A Pooled Cash & Investments									
	100 Cash								
		1000 Cash							
						1,166,771.73	0.00	0.00	1,166,771.73
			02/01/2024	JVA AC IA012400030 54	INTEREST ALLOCATION FOR THE MONTH ENDING January 31, 2024	0.00	4,229.07	0.00	1,171,000.80
		Total for 1000 Cash				**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**
	Total for 100 Cash					**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**
Total for 1A Pooled Cash & Investments						**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**
Total for Asset						**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**
Total for T3F Central Basin Municipal Water District						**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**
Total for TT15 TTC-ICG Los Angeles County Pool Investment Fund						**$1,166,771.73**	**$4,229.07**	**$0.00**	**$1,171,000.80**

000638664959434
2497
058129164- 2-N-06
697018875-240229-4058--058129597- 06

Questions?

If you have any questions regarding your account or this statement, please contact your **Relationship Manager.**

Nabeel R Badawi
Phone: (213)-615-6079
Email: nabeel.badawi@usbank.com
Operations Specialist
Blanca Canizales
Phone:
Email: blanca.canizales@usbank.com

Account Number: 6712224701

Central Basin Municipal Water District Depository Account Depository Account

This statement is for the period from February 1, 2024 to February 29, 2024

000002497 01 SP 000638664959434 S
Central Basin Municipal Water Dist.
Attn- Accounting Supervisor
6252 Telegraph Road
Commerce, CA 90040-2512

MARKET VALUE DETAIL

	Current Period 02/01/24 to 02/29/24
Beginning Market Value	**$921,625.26**
Receipts	
Cash Receipts	231,191.28
Total Receipts	**$231,191.28**
Asset Activity	
Taxable Dividends	4,896.06
Total Asset Activity	**$4,896.06**
Net Change In Market Value	**$236,087.34**
Ending Market Value	**$1,157,712.60**

000638664959434
2497
058129164- 2-N-06
697018875-240229-4058--058129597- 06

Account Name: Central Basin Municipal Water District Depository Account Depository Account
Account Number: 6712224701

ASSET SUMMARY

Assets	Current Period Market Value	% of Total	Estimated Annual Income
Cash and Cash Equivalents	1,157,712.60	100.00	59,959.04
Total Market Value	**$1,157,712.60**	**100.00**	**$59,959.04**

Account Name: Central Basin Municipal Water District Depository Account Depository Account
Account Number: 6712224701

CASH SUMMARY

	Cash
Beginning Balance 02/01/24	**$0.00**
Taxable Dividends	4,896.06
Cash Receipts	231,191.28
Net Money Market Activity	-236,087.34
Ending Balance 02/29/24	**$0.00**

000638664959434
2497
058129164- 2-N-06
697018875-240229-4058--058129597- 06

Account Name: Central Basin Municipal Water District Depository Account Depository Account
Account Number: 6712224701

ASSET DETAIL

Security Description	Shares/Face Amt	Price	Market Value	Tax Cost/ Unit Cost	Unrealized Gain Loss	Percent of Total Portfolio	Estimated Annual Income	Estimated Current Yield
Cash and Cash Equivalents								
U.S. Money Markets								
GOLDMAN SACHS TST SQR TRY IN FST 506 38142B500; FTIXX	1,157,712.600	1.0000	1,157,712.60	1,157,712.60 1.00	0.00	100.00	59,959.04	5.18
Total U.S. Money Markets			**$1,157,712.60**	**$1,157,712.60**	**$0.00**	**100.00**	**$59,959.04**	
Total Cash and Cash Equivalents			**$1,157,712.60**	**$1,157,712.60**	**$0.00**	**100.00**	**$59,959.04**	
Total Assets			**$1,157,712.60**	**$1,157,712.60**	**$0.00**	**100.00**	**$59,959.04**	
Estimated Current Yield								**5.18**

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

When reliable third-party pricing cannot be obtained, assets are valued based on internal fair value methodologies. The values shown may not reflect actual market pricing to be realized upon a sale. While U.S. Bank believes its valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies could lead to a different measurement of fair value at reporting date.

Estimated Current Yield and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

000638664959434
2497
058129164- 2-N-06
697018875-240229-4058--058129597- 06

Account Name: Central Basin Municipal Water District Depository Account Depository Account
Account Number: 6712224701

February 1, 2024 to February 29, 2024

TRANSACTION DETAIL

Date	Activity	Description	Cash	Tax Cost	Estimated Gain/Loss
Beginning Balance 02/01/2024			**$0.00**	**$921,625.26**	
02/01/2024	Asset Income	Daily Rate Income on GOLDMAN SACHS TST SQR TRY IN FST 506 For Period of 01/01/24 to 01/31/24 Due on 02/01/24, Trade Date 02/01/24, Contractual Settlement Date 02/01/24, CUSIP 38142B500, TICKER FTIXX	4,896.06		
02/02/2024	Purchases	Purchase 4,896.06 Units of GOLDMAN SACHS TST SQR TRY IN FST 506 @ $1.00, Trade Date 02/02/24, Contractual Settlement Date 02/02/24, CUSIP 38142B500, TICKER FTIXX	-4,896.06	4,896.06	
02/20/2024	Cash Receipts	Cash Receipt - Addition to Account via ACH, ACH PAR NO 024046017266319 LA COUNTY PTA-35071	231,191.28		
02/20/2024	Purchases	Purchase 231,191.28 Units of GOLDMAN SACHS TST SQR TRY IN FST 506 @ $1.00, Trade Date 02/20/24, Contractual Settlement Date 02/20/24, CUSIP 38142B500, TICKER FTIXX	-231,191.28	231,191.28	
Ending Balance 02/29/2024			**$0.00**	**$1,157,712.60**	**$0.00**

TRANSACTION DETAIL MESSAGES

Estimates should not be used for tax purposes

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Peggy Williams

CONSENT ITEM

Budget Performance Report

EXHIBITS:

24Mar013 Budget Performance Report.pdf

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
REVENUE									
49999	Transfer In From Other Funds	2,313,004.00	.00	2,313,004.00	.00	.00	.00	2,313,004.00	0
Department **99 - Central Basin**									
Division **999 - Districtwide**									
40000	MET RTS	342,266.00	.00	342,266.00	.00	.00	112,729.05	229,536.95	33
40001	Water Sales - Non-Interrupt Treated MWD Base (Tier 1)	27,563,630.00	.00	27,563,630.00	.00	.00	17,492,831.46	10,070,798.54	63
40003	Water Sales - Non-Interrupt Treated MWD RTS (Tier 1)	.00	.00	.00	.00	.00	536.71	(536.71)	+++
40005	Water Sales - Non-Interrupt Treated Admin Surcharge (Tier 1)	3,801,880.00	.00	3,801,880.00	.00	.00	2,436,318.16	1,365,561.84	64
40021	CB Water Meter Service Charges	941,280.00	.00	941,280.00	.00	.00	518,480.00	422,800.00	55
40027	Water Sales - Non-Interrupt Untreated MWD Base (Tier 1)	.00	.00	.00	.00	.00	1.68	(1.68)	+++
40031	Water Sales - Non-Interrupt Untreated Admin Surcharge (Tier 1)	.00	.00	.00	.00	.00	(475.84)	475.84	+++
40035	MET Capacity Charges	658,389.00	.00	658,389.00	.00	.00	348,309.40	310,079.60	53
40039	MET Water Sales - LRP Rebate	30,142.00	.00	30,142.00	.00	.00	(2,229,888.90)	2,260,030.90	-7398
40040	Water Sales - Late Payment Fee	.00	.00	.00	.00	.00	2,431.95	(2,431.95)	+++
41001	Water Sales - Recycled	4,443,750.00	.00	4,443,750.00	.00	.00	2,058,114.26	2,385,635.74	46
41002	Admin Fee per Contract	.00	.00	.00	.00	.00	26,474.00	(26,474.00)	+++
41003	Grant Revenue - Operating	450,000.00	.00	450,000.00	.00	.00	.00	450,000.00	0
42001	Water Sales - Treated Groundwater	.00	.00	.00	.00	.00	16,434.50	(16,434.50)	+++
43001	Standby Revenue	3,281,962.00	.00	3,281,962.00	.00	.00	1,864,405.86	1,417,556.14	57
43002	Standby Revenue - Interest and Penalty	20,000.00	.00	20,000.00	.00	.00	18,886.38	1,113.62	94
44001	Interest Income	73,000.00	.00	73,000.00	.00	.00	107,028.43	(34,028.43)	147
45003	Miscellaneous Revenue	48,000.00	.00	48,000.00	.00	.00	205,717.16	(157,717.16)	429
45005	Unrealized Gain/Loss on Investments	112,675.00	.00	112,675.00	.00	.00	.00	112,675.00	0
45009	Grant Revenue - Non-Operating	2,378,684.00	.00	2,378,684.00	.00	.00	.00	2,378,684.00	0
45017	Reimbursement for Conservation Programs	.00	.00	.00	.00	.00	72,897.69	(72,897.69)	+++
	Division **999 - Districtwide** Totals	$44,145,658.00	$0.00	$44,145,658.00	$0.00	$0.00	$23,051,231.95	$21,094,426.05	52%
	Department **99 - Central Basin** Totals	$44,145,658.00	$0.00	$44,145,658.00	$0.00	$0.00	$23,051,231.95	$21,094,426.05	52%
	REVENUE TOTALS	$46,458,662.00	$0.00	$46,458,662.00	$0.00	$0.00	$23,051,231.95	$23,407,430.05	50%
EXPENSE									
Department **10 - District Administration**									
Division **100 - Department Administration**									
51001	Salaries and Wages - Regular	396,000.00	.00	396,000.00	.00	.00	291,948.17	104,051.83	74
51023	Car Allowance	7,173.00	.00	7,173.00	.00	.00	5,379.12	1,793.88	75
51025	GM/Director's Communication	1,200.00	.00	1,200.00	.00	.00	900.00	300.00	75
51041	Soc Security Expense	30,271.00	.00	30,271.00	.00	.00	13,507.18	16,763.82	45
51061	Retirement - CalPERS	27,699.00	.00	27,699.00	.00	.00	62,939.30	(35,240.30)	227
51063	Retirement - 401(a)	37,006.00	.00	37,006.00	.00	.00	.00	37,006.00	0

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **10 - District Administration**									
Division **100 - Department Administration**									
51071	Education Reimbursement	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
52001	Insurance - Life	712.00	.00	712.00	.00	.00	583.20	128.80	82
52003	Insurance - Long Term Disability	2,552.00	.00	2,552.00	.00	.00	1,598.26	953.74	63
52005	Insurance - Health - Employees Medical	45,584.00	.00	45,584.00	.00	.00	30,866.83	14,717.17	68
52007	Insurance - Health - Employees Dental	4,064.00	.00	4,064.00	.00	.00	2,708.80	1,355.20	67
52009	Insurance - Health - Employees Vision	438.00	.00	438.00	.00	182.80	255.92	(.72)	100
52013	HRA - Health - Employees	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0
52019	Employee Assistance Program	60.00	.00	60.00	.00	.00	39.68	20.32	66
53009	Consultants	45,000.00	.00	45,000.00	.00	.00	.00	45,000.00	0
53105	Courier Services	4,800.00	.00	4,800.00	.00	.00	.00	4,800.00	0
55001	Office Supplies	3,500.00	.00	3,500.00	.00	.00	908.26	2,591.74	26
55009	Meeting Expense	5,000.00	.00	5,000.00	.00	.00	902.47	4,097.53	18
55017	Subscriptions	1,500.00	.00	1,500.00	.00	.00	463.25	1,036.75	31
55019	Memberships and Certifications	115,000.00	.00	115,000.00	.00	30,900.00	63,780.78	20,319.22	82
56001	Employee Travel - Airfare	5,000.00	.00	5,000.00	.00	.00	753.52	4,246.48	15
56003	Employee Travel - Other Transportation	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0
56005	Employee Travel - Mileage	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
56007	Employee Travel - Meals	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0
56009	Employee Travel - Lodging	8,500.00	.00	8,500.00	.00	.00	3,548.14	4,951.86	42
56011	Employee Travel - Registration/Due	15,000.00	.00	15,000.00	.00	.00	250.00	14,750.00	2
	Division **100 - Department Administration** Totals	$789,059.00	$0.00	$789,059.00	$0.00	$31,082.80	$481,332.88	$276,643.32	65%
Division **102 - Board Services**									
51021	Director's Per Diem	283,384.00	.00	283,384.00	.00	.00	87,589.11	195,794.89	31
51023	Car Allowance	19,100.00	.00	19,100.00	.00	.00	14,292.00	4,808.00	75
51025	GM/Director's Communication	9,600.00	.00	9,600.00	.00	.00	7,200.00	2,400.00	75
51026	Director's Mileage	500.00	.00	500.00	.00	.00	.00	500.00	0
51027	Director's Transportation	2,500.00	.00	2,500.00	.00	.00	325.01	2,174.99	13
51028	Director's Registration and Dues	49,000.00	.00	49,000.00	.00	.00	2,030.00	46,970.00	4
51029	Director's Housing and Accommodations	10,000.00	.00	10,000.00	.00	.00	3,942.71	6,057.29	39
51030	Director's Meals	12,000.00	.00	12,000.00	.00	.00	112.13	11,887.87	1
51031	Director's Health Benefit - Medical	48,329.00	.00	48,329.00	.00	.00	30,614.49	17,714.51	63
51032	Director's Health Benefit - Dental	3,745.00	.00	3,745.00	.00	.00	2,738.54	1,006.46	73
51033	Director's Health Benefit - Vision	657.00	.00	657.00	.00	202.88	457.00	(2.88)	100
51034	Director Life Insurance	88.00	.00	88.00	.00	.00	58.32	29.68	66
51036	HRA - Health - Directors	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0
51041	Soc Security Expense	21,679.00	.00	21,679.00	.00	.00	8,979.16	12,699.84	41
52019	Employee Assistance Program	90.00	.00	90.00	.00	.00	59.52	30.48	66

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **10 - District Administration**									
Division **102 - Board Services**									
53009	Consultants	.00	.00	.00	.00	312,821.25	24,178.75	(337,000.00)	+++
53105	Courier Services	10,000.00	.00	10,000.00	.00	7,269.44	2,897.25	(166.69)	102
55001	Office Supplies	5,000.00	.00	5,000.00	.00	.00	194.82	4,805.18	4
55005	Printing	.00	.00	.00	.00	(896.30)	.00	896.30	+++
55009	Meeting Expense	24,975.00	.00	24,975.00	.00	13,000.00	12,065.73	(90.73)	100
55013	Election Expense	725,000.00	.00	725,000.00	.00	.00	.00	725,000.00	0
55015	Postage	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0
57027	Lease Expense	.00	.00	.00	.00	(.56)	.00	.56	+++
	Division **102 - Board Services** Totals	$1,256,147.00	$0.00	$1,256,147.00	$0.00	$332,396.71	$197,734.54	$726,015.75	42%
Division **103 - IT & Building Services**									
53012	Professional Services	.00	.00	.00	.00	4,590.00	5,470.00	(10,060.00)	+++
55003	Computer Supplies	23,500.00	.00	23,500.00	.00	.00	10,953.57	12,546.43	47
55005	Printing	.00	.00	.00	.00	402.04	812.15	(1,214.19)	+++
55017	Subscriptions	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0
55021	Permits and Licenses/Software Licenses	150,000.00	.00	150,000.00	.00	9,739.73	35,792.54	104,467.73	30
55025	Insurance - Dist/Director Property/Auto & General Liability	288,118.00	.00	288,118.00	.00	.00	.00	288,118.00	0
57003	Telephone/Data	52,400.00	.00	52,400.00	.00	9,810.54	36,055.53	6,533.93	88
57017	Repairs & Maintenance - Other	.00	.00	.00	.00	9,950.00	.00	(9,950.00)	+++
57019	Landscape	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0
57025	Security - Guards	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0
57027	Lease Expense	149,110.00	.00	149,110.00	.00	22,670.37	109,301.16	17,138.47	89
	Division **103 - IT & Building Services** Totals	$704,328.00	$0.00	$704,328.00	$0.00	$57,162.68	$198,384.95	$448,780.37	36%
	Department **10 - District Administration** Totals	$2,749,534.00	$0.00	$2,749,534.00	$0.00	$420,642.19	$877,452.37	$1,451,439.44	47%
Department **20 - Finance**									
Division **100 - Department Administration**									
51001	Salaries and Wages - Regular	330,000.00	.00	330,000.00	.00	.00	225,750.85	104,249.15	68
51041	Soc Security Expense	30,460.00	.00	30,460.00	.00	.00	17,277.55	13,182.45	57
51061	Retirement - CalPERS	55,000.00	.00	55,000.00	.00	.00	50,813.10	4,186.90	92
51071	Education Reimbursement	12,000.00	.00	12,000.00	.00	.00	.00	12,000.00	0
52001	Insurance - Life	1,070.00	.00	1,070.00	.00	.00	874.80	195.20	82
52003	Insurance - Long Term Disability	2,883.00	.00	2,883.00	.00	.00	1,760.30	1,122.70	61
52005	Insurance - Health - Employees Medical	48,000.00	.00	48,000.00	.00	.00	32,498.10	15,501.90	68
52007	Insurance - Health - Employees Dental	3,745.00	.00	3,745.00	.00	.00	2,496.96	1,248.04	67
52009	Insurance - Health - Employees Vision	660.00	.00	660.00	.00	164.60	383.88	111.52	83
52013	HRA - Health - Employees	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0
52019	Employee Assistance Program	90.00	.00	90.00	.00	.00	59.52	30.48	66

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **20 - Finance**									
Division **100 - Department Administration**									
53001	Accounting and Auditing	78,680.00	.00	78,680.00	.00	38,113.00	.00	40,567.00	48
53009	Consultants	125,000.00	.00	125,000.00	.00	101,280.90	66,305.60	(42,586.50)	134
53105	Courier Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
54001	Bank Charges	13,000.00	.00	13,000.00	.00	.00	266.23	12,733.77	2
55001	Office Supplies	2,000.00	.00	2,000.00	.00	.00	1,532.16	467.84	77
55005	Printing	1,800.00	.00	1,800.00	.00	.00	.00	1,800.00	0
55009	Meeting Expense	500.00	.00	500.00	.00	.00	.00	500.00	0
55015	Postage	1,500.00	.00	1,500.00	.00	.00	611.00	889.00	41
55017	Subscriptions	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0
55019	Memberships and Certifications	3,000.00	.00	3,000.00	.00	.00	660.00	2,340.00	22
55023	County Assessment Charges	25,000.00	.00	25,000.00	.00	.00	900.80	24,099.20	4
56001	Employee Travel - Airfare	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
56003	Employee Travel - Other Transportation	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0
56005	Employee Travel - Mileage	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
56007	Employee Travel - Meals	1,250.00	.00	1,250.00	.00	.00	180.64	1,069.36	14
56009	Employee Travel - Lodging	5,000.00	.00	5,000.00	.00	.00	617.34	4,382.66	12
56011	Employee Travel - Registration/Due	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0
57099	Miscellaneous Expense	25,000.00	.00	25,000.00	.00	.00	1,203.70	23,796.30	5
Division **100 - Department Administration** Totals		$827,138.00	$0.00	$827,138.00	$0.00	$139,558.50	$404,192.53	$283,386.97	66%
Division **200 - Standby Charge Administration**									
53009	Consultants	25,000.00	.00	25,000.00	.00	.00	13,500.00	11,500.00	54
55023	County Assessment Charges	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0
Division **200 - Standby Charge Administration** Totals		$105,000.00	$0.00	$105,000.00	$0.00	$0.00	$13,500.00	$91,500.00	13%
Division **207 - Bond Administration-2022**									
53021	Continuing Disclosure	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
54003	Trustee Fees	2,000.00	.00	2,000.00	.00	(1,750.00)	2,035.00	1,715.00	14
58002	Interest Expense - Bonds	2,859,921.00	.00	2,859,921.00	.00	.00	1,417,866.40	1,442,054.60	50
Division **207 - Bond Administration-2022** Totals		$2,864,921.00	$0.00	$2,864,921.00	$0.00	($1,750.00)	$1,419,901.40	$1,446,769.60	50%
Department **20 - Finance** Totals		$3,797,059.00	$0.00	$3,797,059.00	$0.00	$137,808.50	$1,837,593.93	$1,821,656.57	52%
Department **30 - Human Resources**									
Division **100 - Department Administration**									
51001	Salaries and Wages - Regular	187,486.00	.00	187,486.00	.00	.00	133,242.84	54,243.16	71
51041	Soc Security Expense	14,342.00	.00	14,342.00	.00	.00	10,193.03	4,148.97	71
51045	Unemployment Expense	45,000.00	.00	45,000.00	.00	450.08	5,408.78	39,141.14	13
51061	Retirement - CalPERS	30,344.00	.00	30,344.00	.00	.00	22,814.16	7,529.84	75
51062	CAL PERS - UNFUNDED LIABILITY	.00	.00	.00	.00	.00	632,234.00	(632,234.00)	+++
51071	Education Reimbursement	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **30 - Human Resources**									
Division **100 - Department Administration**									
51099	OPEB - Employees	.00	.00	.00	.00	.00	10,000.05	(10,000.05)	+++
52001	Insurance - Life	644.00	.00	644.00	.00	.00	538.96	105.04	84
52003	Insurance - Long Term Disability	1,590.00	.00	1,590.00	.00	.00	1,036.78	553.22	65
52005	Insurance - Health - Employees Medical	40,049.00	.00	40,049.00	.00	.00	27,104.99	12,944.01	68
52007	Insurance - Health - Employees Dental	3,171.00	.00	3,171.00	.00	.00	2,114.08	1,056.92	67
52009	Insurance - Health - Employees Vision	439.00	.00	439.00	.00	145.96	255.92	37.12	92
52013	HRA - Health - Employees	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0
52015	Insurance - Health - Retirees	100,000.00	.00	100,000.00	.00	414.66	56,732.03	42,853.31	57
52017	Insurance - Workers Comp	50,000.00	.00	50,000.00	.00	.00	556.53	49,443.47	1
52019	Employee Assistance Program	61.00	.00	61.00	.00	.00	39.68	21.32	65
53009	Consultants	11,000.00	.00	11,000.00	.00	4,582.21	12,592.79	(6,175.00)	156
53010	Training	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
55001	Office Supplies	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0
55007	Advertising	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
55009	Meeting Expense	500.00	.00	500.00	.00	.00	.00	500.00	0
55019	Memberships and Certifications	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
55025	Insurance - Dist/Director Property/Auto & General Liability	184,243.00	.00	184,243.00	.00	(978.34)	47,125.12	138,096.22	25
56001	Employee Travel - Airfare	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
56003	Employee Travel - Other Transportation	2,500.00	.00	2,500.00	.00	.00	150.00	2,350.00	6
56005	Employee Travel - Mileage	1,500.00	.00	1,500.00	.00	.00	322.26	1,177.74	21
56007	Employee Travel - Meals	1,200.00	.00	1,200.00	.00	.00	321.06	878.94	27
56009	Employee Travel - Lodging	5,000.00	.00	5,000.00	.00	.00	2,134.78	2,865.22	43
56011	Employee Travel - Registration/Due	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0
	Division **100 - Department Administration** Totals	$731,069.00	$0.00	$731,069.00	$0.00	$4,614.57	$964,917.84	($238,463.41)	133%
	Department **30 - Human Resources** Totals	$731,069.00	$0.00	$731,069.00	$0.00	$4,614.57	$964,917.84	($238,463.41)	133%
Department **40 - Public Affairs**									
Division **100 - Department Administration**									
53009	Consultants	120,000.00	.00	120,000.00	.00	21,533.86	.00	98,466.14	18
	Division **100 - Department Administration** Totals	$120,000.00	$0.00	$120,000.00	$0.00	$21,533.86	$0.00	$98,466.14	18%
Division **402 - Education**									
53106	Chartered Transporation Services	5,000.00	.00	5,000.00	.00	.00	872.00	4,128.00	17
55005	Printing	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
55006	Educational Materials	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0
55011	Outreach Expense	5,000.00	.00	5,000.00	.00	.00	1,509.65	3,490.35	30
	Division **402 - Education** Totals	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$2,381.65	$27,618.35	8%

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **40 - Public Affairs**									
Division **403 - Goverment Relations**									
53009	Consultants	.00	.00	.00	.00	(22,000.00)	14,500.00	7,500.00	+++
57099	Miscellaneous Expense	180,000.00	.00	180,000.00	.00	42,500.00	101,500.00	36,000.00	80
Division **403 - Goverment Relations** Totals		$180,000.00	$0.00	$180,000.00	$0.00	$20,500.00	$116,000.00	$43,500.00	76%
Division **404 - Communications/Outreach & Events**									
55005	Printing	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
55007	Advertising	15,000.00	.00	15,000.00	.00	.00	14,350.00	650.00	96
55011	Outreach Expense	30,000.00	.00	30,000.00	.00	2,092.00	29,290.68	(1,382.68)	105
Division **404 - Communications/Outreach & Events** Totals		$50,000.00	$0.00	$50,000.00	$0.00	$2,092.00	$43,640.68	$4,267.32	91%
Division **405 - Conservation**									
57099	Miscellaneous Expense	3,200.00	.00	3,200.00	.00	.00	.00	3,200.00	0
Division **405 - Conservation** Totals		$3,200.00	$0.00	$3,200.00	$0.00	$0.00	$0.00	$3,200.00	0%
Department **40 - Public Affairs** Totals		$383,200.00	$0.00	$383,200.00	$0.00	$44,125.86	$162,022.33	$177,051.81	54%
Department **50 - Engineering and Operations**									
Division **100 - Department Administration**									
51001	Salaries and Wages - Regular	87,794.00	.00	87,794.00	.00	.00	63,616.34	24,177.66	72
51041	Soc Security Expense	6,716.00	.00	6,716.00	.00	.00	4,866.68	1,849.32	72
51061	Retirement - CalPERS	.00	.00	.00	.00	.00	5,089.26	(5,089.26)	+++
51063	Retirement - 401(a)	7,023.00	.00	7,023.00	.00	.00	.00	7,023.00	0
51071	Education Reimbursement	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
52001	Insurance - Life	356.00	.00	356.00	.00	.00	255.15	100.85	72
52003	Insurance - Long Term Disability	788.00	.00	788.00	.00	.00	496.20	291.80	63
52005	Insurance - Health - Employees Medical	16,560.00	.00	16,560.00	.00	.00	11,172.68	5,387.32	67
52007	Insurance - Health - Employees Dental	574.00	.00	574.00	.00	.00	759.68	(185.68)	132
52009	Insurance - Health - Employees Vision	219.00	.00	219.00	.00	73.48	127.96	17.56	92
52013	HRA - Health - Employees	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0
52019	Employee Assistance Program	30.00	.00	30.00	.00	.00	19.84	10.16	66
53009	Consultants	95,000.00	.00	95,000.00	.00	(16,511.53)	90,311.53	21,200.00	78
55001	Office Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0
55019	Memberships and Certifications	15,500.00	.00	15,500.00	.00	.00	.00	15,500.00	0
55021	Permits and Licenses/Software Licenses	80,000.00	.00	80,000.00	.00	.00	37,132.00	42,868.00	46
56001	Employee Travel - Airfare	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0
56003	Employee Travel - Other Transportation	2,500.00	.00	2,500.00	.00	.00	81.00	2,419.00	3
56005	Employee Travel - Mileage	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
56007	Employee Travel - Meals	1,500.00	.00	1,500.00	.00	.00	198.59	1,301.41	13
56009	Employee Travel - Lodging	2,500.00	.00	2,500.00	.00	.00	1,348.44	1,151.56	54
56011	Employee Travel - Registration/Due	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **50 - Engineering and Operations**									
Division **100 - Department Administration** Totals		$342,560.00	$0.00	$342,560.00	$0.00	($16,438.05)	$215,475.35	$143,522.70	58%
Division **502 - Engineering & Recycled Water Ops**									
50017	Recycled Water Purchases	625,000.00	.00	625,000.00	.00	.00	199,350.22	425,649.78	32
52001	Insurance - Life	.00	.00	.00	.00	.00	36.45	(36.45)	+++
53010	Training	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0
53109	Contractors	810,000.00	.00	810,000.00	.00	452,808.85	557,054.54	(199,863.39)	125
55005	Printing	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0
55007	Advertising	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0
55009	Meeting Expense	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0
57003	Telephone/Data	11,975.00	.00	11,975.00	.00	1,012.45	9,813.05	1,149.50	90
57005	Utilities - Electricity	360,000.00	.00	360,000.00	.00	6,586.62	357,881.34	(4,467.96)	101
57009	Utilities - Water	400.00	.00	400.00	.00	204.94	306.98	(111.92)	128
57011	Waste Management	1,200.00	.00	1,200.00	.00	608.00	1,221.04	(629.04)	152
57015	Repairs & Maintenance - Equipment	.00	.00	.00	.00	.00	2,337.18	(2,337.18)	+++
57016	Repair and Maintenance - SCADA	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0
57017	Repairs & Maintenance - Other	600,000.00	.00	600,000.00	.00	81,602.75	330,059.90	188,337.35	69
57018	Repair and Maintenance - Automobile	5,000.00	.00	5,000.00	.00	.00	3,789.27	1,210.73	76
57020	Automobile - Gas	2,000.00	.00	2,000.00	.00	.00	756.08	1,243.92	38
57027	Lease Expense	485,000.00	.00	485,000.00	.00	2,135.56	81,870.38	400,994.06	17
57099	Miscellaneous Expense	32,000.00	.00	32,000.00	.00	2,332.82	7,097.18	22,570.00	29
Division **502 - Engineering & Recycled Water Ops** Totals		$2,962,275.00	$0.00	$2,962,275.00	$0.00	$547,291.99	$1,551,573.61	$863,409.40	71%
Division **505 - Recycled Water Customer Develop.**									
57099	Miscellaneous Expense	410,000.00	.00	410,000.00	.00	.00	.00	410,000.00	0
Division **505 - Recycled Water Customer Develop.** Totals		$410,000.00	$0.00	$410,000.00	$0.00	$0.00	$0.00	$410,000.00	0%
Department **50 - Engineering and Operations** Totals		$3,714,835.00	$0.00	$3,714,835.00	$0.00	$530,853.94	$1,767,048.96	$1,416,932.10	62%
Department **55 - Water Resources and Planning**									
Division **100 - Department Administration**									
51001	Salaries and Wages - Regular	73,540.00	.00	73,540.00	.00	.00	53,287.09	20,252.91	72
51041	Soc Security Expense	5,630.00	.00	5,630.00	.00	.00	4,076.48	1,553.52	72
51061	Retirement - CalPERS	5,883.00	.00	5,883.00	.00	.00	4,262.94	1,620.06	72
51071	Education Reimbursement	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
52001	Insurance - Life	352.00	.00	352.00	.00	.00	287.68	64.32	82
52003	Insurance - Long Term Disability	672.00	.00	672.00	.00	.00	394.96	277.04	59
52005	Insurance - Health - Employees Medical	8,280.00	.00	8,280.00	.00	.00	11,373.78	(3,093.78)	137
52007	Insurance - Health - Employees Dental	574.00	.00	574.00	.00	.00	382.88	191.12	67
52009	Insurance - Health - Employees Vision	219.00	.00	219.00	.00	91.34	128.02	(.36)	100
52013	HRA - Health - Employees	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0
52019	Employee Assistance Program	30.00	.00	30.00	.00	.00	19.84	10.16	66

Budget Performance Report

Date Range 07/01/23 - 06/30/24

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **55 - Water Resources and Planning**									
Division **100 - Department Administration**									
56001	Employee Travel - Airfare	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0
56003	Employee Travel - Other Transportation	900.00	.00	900.00	.00	.00	.00	900.00	0
56005	Employee Travel - Mileage	500.00	.00	500.00	.00	.00	184.45	315.55	37
56007	Employee Travel - Meals	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0
56009	Employee Travel - Lodging	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0
56011	Employee Travel - Registration/Due	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0
Division **100 - Department Administration** Totals		$118,280.00	$0.00	$118,280.00	$0.00	$91.34	$74,398.12	$43,790.54	63%
Division **552 - Water Use Efficency**									
53009	Consultants	300,000.00	.00	300,000.00	.00	.00	.00	300,000.00	0
57099	Miscellaneous Expense	50,000.00	.00	50,000.00	.00	.00	.00	50,000.00	0
Division **552 - Water Use Efficency** Totals		$350,000.00	$0.00	$350,000.00	$0.00	$0.00	$0.00	$350,000.00	0%
Department **55 - Water Resources and Planning** Totals		$468,280.00	$0.00	$468,280.00	$0.00	$91.34	$74,398.12	$393,790.54	16%
Department **60 - Information Technology**									
Division **601 - IT & Building Services**									
57027	Lease Expense	65,000.00	.00	65,000.00	.00	.00	.00	65,000.00	0
57099	Miscellaneous Expense	82,889.00	.00	82,889.00	.00	5,458.27	38,208.30	39,222.43	53
Division **601 - IT & Building Services** Totals		$147,889.00	$0.00	$147,889.00	$0.00	$5,458.27	$38,208.30	$104,222.43	30%
Department **60 - Information Technology** Totals		$147,889.00	$0.00	$147,889.00	$0.00	$5,458.27	$38,208.30	$104,222.43	30%
Department **80 - Capital Projects**									
Division **800 - Capital Projects**									
80101	Capital Outlay - Recycle Distribution System	1,100,000.00	.00	1,100,000.00	.00	682,010.98	894,261.52	(476,272.50)	143
80103	Capital Outlay - Building Improvements	.00	.00	.00	.00	.00	32,496.00	(32,496.00)	+++
80107	Capital Outlay - Machinery & Equipment	1,250,000.00	.00	1,250,000.00	.00	29,252.43	387.24	1,220,360.33	2
80109	Capital Outlay - Recycling Plant - Torres (Rio Hondo)	2,225,000.00	.00	2,225,000.00	.00	325,285.10	325,237.40	1,574,477.50	29
Division **800 - Capital Projects** Totals		$4,575,000.00	$0.00	$4,575,000.00	$0.00	$1,036,548.51	$1,252,382.16	$2,286,069.33	50%
Department **80 - Capital Projects** Totals		$4,575,000.00	$0.00	$4,575,000.00	$0.00	$1,036,548.51	$1,252,382.16	$2,286,069.33	50%
Department **99 - Central Basin**									
Division **999 - Districtwide**									
50001	MET Water Purchase - Potable	27,563,630.00	.00	27,563,630.00	.00	.00	18,802,963.20	8,760,666.80	68
50011	District - Capital Credits	.00	.00	.00	.00	.00	2,048.54	(2,048.54)	+++
50013	Capacity Reservation Charge	550,490.00	.00	550,490.00	.00	.00	382,306.66	168,183.34	69
50015	RTS	306,553.00	.00	306,553.00	.00	.00	142,399.68	164,153.32	46
53004	Legal Settlement	.00	.00	.00	.00	(134,888.74)	93,609.00	41,279.74	+++
53005	Legal - Retainer	300,000.00	.00	300,000.00	.00	.00	150,000.00	150,000.00	50
53007	Legal - Services	650,000.00	.00	650,000.00	.00	65,039.88	144,960.12	440,000.00	32
57005	Utilities - Electricity	.00	.00	.00	.00	.00	(14,823.27)	14,823.27	+++
58001	Interest Expense - General	52,500.00	.00	52,500.00	.00	.00	12,734.23	39,765.77	24

Budget Performance Report

Date Range 07/01/23 - 06/30/24
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund **1 - General Fund**									
EXPENSE									
Department **99 - Central Basin**									
	Division **999 - Districtwide** Totals	$29,423,173.00	$0.00	$29,423,173.00	$0.00	($69,848.86)	$19,716,198.16	$9,776,823.70	67%
	Department **99 - Central Basin** Totals	$29,423,173.00	$0.00	$29,423,173.00	$0.00	($69,848.86)	$19,716,198.16	$9,776,823.70	67%
	EXPENSE TOTALS	$45,990,039.00	$0.00	$45,990,039.00	$0.00	$2,110,294.32	$26,690,222.17	$17,189,522.51	63%
	Fund **1 - General Fund** Totals								
	REVENUE TOTALS	46,458,662.00	.00	46,458,662.00	.00	.00	23,051,231.95	23,407,430.05	50%
	EXPENSE TOTALS	45,990,039.00	.00	45,990,039.00	.00	2,110,294.32	26,690,222.17	17,189,522.51	63%
	Fund **1 - General Fund** Totals	$468,623.00	$0.00	$468,623.00	$0.00	($2,110,294.32)	($3,638,990.22)	$6,217,907.54	
	Grand Totals								
	REVENUE TOTALS	46,458,662.00	.00	46,458,662.00	.00	.00	23,051,231.95	23,407,430.05	50%
	EXPENSE TOTALS	45,990,039.00	.00	45,990,039.00	.00	2,110,294.32	26,690,222.17	17,189,522.51	63%
	Grand Totals	$468,623.00	$0.00	$468,623.00	$0.00	($2,110,294.32)	($3,638,990.22)	$6,217,907.54	

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Sharon Kumar

CONSENT ITEM

Financial Report
Demands - February 2024

EXHIBITS:

24March004 Demand List.pdf

February 2024 - Demand List

Check/EFT	Vendor Name	Invoice Description		Amount
	Vendor **10792 - ADP, Inc.**			
Paid by EFT #8201		Payroll Period Ending Date: 01/21/24		221.10
		1-20-100.53009 (General Fund-Finance-Department Administration.Consultants)		
Paid by EFT #8231		Payroll Period Ending Date: 01/31/24		159.85
		1-20-100.53009 (General Fund-Finance-Department Administration.Consultants)		
Paid by EFT #8232		Payroll Period Ending Date: 02/04/2024		255.70
		1-20-100.53009 (General Fund-Finance-Department Administration.Consultants)		
Paid by EFT #8230		Payroll Period Ending Date: 02/18/24		221.10
		1-20-100.53009 (General Fund-Finance-Department Administration.Consultants)		
	Vendor **10710 - CA. UNDERGROUND FACILITIES SAFE EXCAVATION BOARD**			
Paid by Check #24672		CA State Fee Regulatory Cost: Februaury 2024		122.37
		1-50-502.57099 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Miscellaneous Expense)		
	Vendor **10724 - CALITICA**			
Paid by Check #24687		Strategic Legislative Advisement Services: 01/10/24-02/09/24		7,000.00
		1-40-403.57099 (General Fund-Public Affairs-Goverment Relations.Miscellaneous Expense)		
	Vendor **10746 - CALTRONICS BUSINESS SYSTEMS**			
Paid by Check #24688		Brother Printer Printing Usage: 10/25/23 - 01/24/24		490.31
		1-10-103.55005 (General Fund-District Administration-IT & Building Services.Printing)		
	Vendor **10794 - CARR, RIGGS & INGRAM, LLC**			
Paid by Check #24673		Investigation Services: December 2023		9,926.25
		1-10-102.53009 (General Fund-District Administration-Board Services.Consultants)		
Paid by Check #24673		Forensic Audit Services: December 2023		14,252.50
		1-10-102.53009 (General Fund-District Administration-Board Services.Consultants)		
	Vendor **10172 - CB&T/ACWA-JPIA**			
Paid by EFT #8254		MONTHLY BENEFITS PLAN - March 2024		30,095.54
		Item - CB Director Camacho Rodriguez		
		1-10-102.51032 (General Fund-District Administration-Board Services.Director's Health Benefit - Dental)	169.30	
		1-10-102.52019 (General Fund-District Administration-Board Services.Employee Assistance Program)	2.48	
		1-10-102.51031 (General Fund-District Administration-Board Services.Director's Health Benefit - Medical)	2,057.56	
		Item - CB Director Chacon		
		1-10-102.51032 (General Fund-District Administration-Board Services.Director's Health Benefit - Dental)	47.86	
		1-10-102.51031 (General Fund-District Administration-Board Services.Director's Health Benefit - Medical)	740.13	
		1-10-102.52019 (General Fund-District Administration-Board Services.Employee Assistance	2.48	
		Item - CB Director Vasquez		

February 2024 - Demand List

1-10-102.52019 (General Fund-District Administration-Board Services.Employee Assistance Program)	2.48
1-10-102.51032 (General Fund-District Administration-Board Services.Director's Health Benefit - Dental)	94.96
1-10-102.51031 (General Fund-District Administration-Board Services.Director's Health Benefit - Medical)	1,550.72
Item - CB Director Apodaca	
1-10-102.51032 (General Fund-District Administration-Board Services.Director's Health Benefit - Dental)	47.86
Item - CB Retirees	
1-30-100.52015 (General Fund-Human Resources-Department Administration.Insurance - Health - Retirees)	7,172.64
Item - District Admin. Department	
1-10-100.52005 (General Fund-District Administration-Department Administration.Insurance - Health - Employees Medical)	4,112.26
1-10-100.52007 (General Fund-District Administration-Department Administration.Insurance - Health - Employees Dental)	338.60
1-10-100.52019 (General Fund-District Administration-Department Administration.Employee Assistance Program)	4.96
Item - Engineering Department	
1-50-100.52007 (General Fund-Engineering and Operations-Department Administration.Insurance - Health - Employees Dental)	94.96
1-50-100.52005 (General Fund-Engineering and Operations-Department Administration.Insurance - Health - Employees Medical)	1,480.26
1-50-100.52019 (General Fund-Engineering and Operations-Department Administration.Employee Assistance Program)	2.48
Item - Finance Department	
1-20-100.52019 (General Fund-Finance-Department Administration.Employee Assistance Program)	7.44
1-20-100.52005 (General Fund-Finance-Department Administration.Insurance - Health - Employees Medical)	4,345.55
1-20-100.52007 (General Fund-Finance-Department Administration.Insurance - Health - Employees Dental)	312.12
Item - Human Resources Department	
1-30-100.52005 (General Fund-Human Resources-Department Administration.Insurance - Health - Employees Medical)	3,608.28
1-30-100.52019 (General Fund-Human Resources-Department Administration.Employee Assistance Program)	4.96
1-30-100.52007 (General Fund-Human Resources-Department Administration.Insurance - Health - Employees Dental)	264.26
Item - Water Resources Department	

February 2024 - Demand List

		1-55-100.52007 (General Fund-Water Resources and Planning-Department Administration.Insurance - Health - Employees Dental)	47.86		
		1-55-100.52019 (General Fund-Water Resources and Planning-Department Administration.Employee Assistance Program)	2.48		
		1-55-100.52005 (General Fund-Water Resources and Planning-Department Administration.Insurance - Health - Employees Medical)	1,515.49		
		Item - West Basin Due to/from			
		1.12007 (General Fund.Due to/from West Basin)	1,727.99		
		Item - WRD Due to/from			
		1.12009 (General Fund.Due to/from Water Replenishment District)	337.12		
	Vendor **10786 - Madeline Chen**				
Paid by EFT #8229	01.01.24	Reimbursements for GWMA Board Meeting/CBMWD tour		02/07/2024	358.25
		1-55-100.56005 (General Fund-Water Resources and Planning-Department Administration.Employee Travel - Mileage)	78.99		
		1-10-100.55009 (General Fund-District Administration-Department Administration.Meeting Expense)	270.72		
		1-10-100.55001 (General Fund-District Administration-Department Administration.Office Supplies)	8.54		
Paid by EFT #8228		Reimbursements for GWMA Board Meeting/CBMWD tour/			247.38
		1-55-100.56005 (General Fund-Water Resources and Planning-Department Administration.Employee Travel - Mileage)	105.46		
		1-10-100.55009 (General Fund-District Administration-Department Administration.Meeting Expense)	97.23		
		1-10-102.55009 (General Fund-District Administration-Board Services.Meeting Expense)	44.69		
	Vendor **10070 - CITY OF LAKEWOOD**				
Paid by Check #24674		CENB-49 MWD Meter Modification Deposit Reimbursement		02/15/2024	2,240.77
		Item - CENB-49 MWD Meter Modification Deposit Reimbursement			
		1.12090 (General Fund.Project Advances)			
	Vendor **10163 - COUNTY SANITATION DISTRICTS OF LOS ANGELES**				
Paid by Check #24689		Sale of Reclaimed Water from SJCWRP FY 22-23			36,495.44
		1-50-502.50017 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Recycled Water Purchases)			
	Vendor **10302 - CSMFO**				
Paid by Check #24675		2024 Annual Membership Renewal - Auner Lopez			135.00
		1-20-100.55019 (General Fund-Finance-Department Administration.Memberships and Certifications)			
Paid by Check #24675		2024 Membership Renewal - Peggy Williams			135.00
		1-20-100.55019 (General Fund-Finance-Department Administration.Memberships and Certifications)			
	Vendor **10714 - CUMMING MANAGEMENT GROUP, INC.**				
Paid by Check #24690		Construction Management for Rio Hondo Pump Station: Jan 2024			4,010.00

February 2024 - Demand List

		1-80-800.80109 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Recycling Plant - Torres (Rio Hondo))		
Paid by Check #24690	Construction Management for MMC-Montebello: January 2024			15,245.00
		1-80-800.80109 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Recycling Plant - Torres (Rio Hondo))		
Vendor **10768 - De Lage Landen Financial Services, Inc**				
Paid by Check #24691	Leasing Office Printers: 02/15/2024-03/14/2024			167.84
		1-10-103.57027 (General Fund-District Administration-IT & Building Services.Lease Expense)		
Vendor **10395 - ECS IMAGING, INC.**				
Paid by Check #24692	CCA for Windows Renewal Software-Coverage Renewal 3/1/24-2/28/25			4,540.00
		1-10-103.55021 (General Fund-District Administration-IT & Building Services.Permits and Licenses/Software Licenses)		
Vendor **10258 - EMPLOYMENT DEVELOPMENT DEPT.**				
Paid by Check #24676	EDD Employment Tax 10/1/23 to 12/31/23			980.87
		1-30-100.51045 (General Fund-Human Resources-Department Administration.Unemployment Expense)		
Paid by Check #24693	EDD Liability Tax: 10/1/2023 to 12/31/2023			449.74
		1-30-100.51045 (General Fund-Human Resources-Department Administration.Unemployment Expense)		
Vendor **10061 - FEDERAL EXPRESS**				
Paid by Check #24677	Courier Services - 01/12/2024			70.16
		1-10-102.53105 (General Fund-District Administration-Board Services.Courier Services)		
Paid by Check #24677	Courier Services - 01/19/2024			52.88
		1-10-102.53105 (General Fund-District Administration-Board Services.Courier Services)		
Paid by Check #24677	Courier Services - 01/26/2024			141.00
		1-10-102.53105 (General Fund-District Administration-Board Services.Courier Services)		
Paid by Check #24677	Courier Services - 02/02/2024			34.26
		1-10-102.53105 (General Fund-District Administration-Board Services.Courier Services)		
Vendor **10781 - FIRST BANKCARD - ALEJANDRO J ROJAS**				
Paid by EFT #8251	Rojas Credit Card - 01/31/24			588.04
		1-10-100.55009 (General Fund-District Administration-Department Administration.Meeting Expense)	534.52	
		1-10-103.55021 (General Fund-District Administration-IT & Building Services.Permits and Licenses/Software Licenses)	53.52	
Vendor **10570 - FIRST BANKCARD - CENTRAL BASIN (DISTRICT)**				
Paid by EFT #8249	District Credit Card - 01/31/24			2,160.00
		1-10-103.55021 (General Fund-District Administration-IT & Building Services.Permits and Licenses/Software Licenses)		
Vendor **10569 - FIRST BANKCARD - CENTRAL BASIN (FINANCE)**				
Paid by EFT #8252	Finance Credit Card - 01/31/24			6,086.24
		1-80-800.80107 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Machinery & Equipment)	387.24	

February 2024 - Demand List

		1-40-404.55011 (General Fund-Public Affairs-Communications/Outreach & Events.Outreach Expense)	1,000.00	
		1-20-100.55019 (General Fund-Finance-Department Administration.Memberships and Certifications)	335.00	
		1-10-102.55009 (General Fund-District Administration-Board Services.Meeting Expense)	150.26	
		1-10-102.55001 (General Fund-District Administration-Board Services.Office Supplies)	34.13	
		1-10-103.55021 (General Fund-District Administration-IT & Building Services.Permits and Licenses/Software Licenses)	115.20	
		1-10-103.57003 (General Fund-District Administration-IT & Building Services.Telephone/Data)	1,422.32	
		1-10-102.55001 (General Fund-District Administration-Board Services.Office Supplies)	51.45	
		1-40-402.53106 (General Fund-Public Affairs-Education.Chartered Transporation Services)	872.00	
		1-40-402.55011 (General Fund-Public Affairs-Education.Outreach Expense)	1,509.65	
		1-50-502.57017 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Repairs & Maintenance - Other)	128.75	
		1-50-502.57009 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Utilities - Water)	80.24	
	Vendor **10747 - FIRST BANKCARD - ENGINEERING**			
Paid by EFT #8250		Engineering Credit Card - 01/31/24		227.28
		1-50-502.57018 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Repair and Maintenance - Automobile)	175.28	
		Item - Smog Check		
		1-50-502.57018 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Repair and Maintenance - Automobile)	52.00	
	Vendor **10798 - Michael Gualtieri**			
Paid by EFT #8233		CRWUA Conference Reimbursement		194.78
		1-10-102.51027 (General Fund-District Administration-Board Services.Director's Transportation)	117.00	
		1-10-102.51030 (General Fund-District Administration-Board Services.Director's Meals)	77.78	
	Vendor **10528 - JOHN ROBINSON CONSULTING, INC.**			
Paid by Check #24678	CB202301-09	Monthly Engineering & Operation Consulting Servi: January 2024		9,900.00
		1-50-100.53009 (General Fund-Engineering and Operations-Department Administration.Consultants)		
	Vendor **10444 - KEENAN & ASSOCIATES**			
Paid by Check #24679		Property & Liability Claim Admin Fee - Quarterly 10/2023-12/2023		287.30
		1-30-100.55025 (General Fund-Human Resources-Department Administration.Insurance - Dist/Director Property/Auto & General Liability)		
	Vendor **10788 - KENNEDY/JENKS CONSULTANTS, INC.**			
Paid by Check #24680		Edison SCE Coordination for MHPS Services though 12/29/2023		342.50
		1-80-800.80101 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Recycle Distribution System)		
	Vendor **10068 - LA EXPRESS ONE INC.**			

February 2024 - Demand List

Paid by Check #24681		Water delivery services: 10/26/23		112.00
		1-40-404.55011 (General Fund-Public Affairs-Communications/Outreach & Events.Outreach Expense)		
Vendor	**10723 - LUCIEN GLOBAL dba LUCIEN PARTNERS**			
Paid by Check #24694		Legislative Advocacy Services - January 2024		7,500.00
		1-40-403.57099 (General Fund-Public Affairs-Goverment Relations.Miscellaneous Expense)		
Vendor	**10778 - MEHTA MECHANICAL COMPANY INC.**			
Paid by Check #24682		Construction Srvcs: January 2024		131,100.05
		1-80-800.80101 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Recycle Distribution System)		
Vendor	**10170 - METROPOLITAN WATER DISTRICT OF SOUTHERN CA.**			
Paid by EFT #8241		Monthly Water Purchase - December 2023		2,003,478.43
		1-99-999.40039 (General Fund-Central Basin-Districtwide.MET Water Sales - LRP Rebate)	(55,490.00)	
		1-99-999.50013 (General Fund-Central Basin-Districtwide.Capacity Reservation Charge)	47,788.33	
		1-99-999.50015 (General Fund-Central Basin-Districtwide.RTS)	17,660.00	
		1-99-999.50001 (General Fund-Central Basin-Districtwide.MET Water Purchase - Potable)	1,993,520.10	
Vendor	**10351 - MOODY'S INVESTORS SERVICE**			
Paid by Check #24695		Fee for Monitoring of Lease and Rev Bonds: 11/01/22-10/31/23		1,000.00
		1-20-100.57099 (General Fund-Finance-Department Administration.Miscellaneous Expense)		
Vendor	**10773 - NASA SERVICES, INC.**			
Paid by Check #24683		RHPS Trash Bin Services: August 2023		151.12
		1-50-502.57011 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Waste Management)		
Paid by Check #24696	1138795	RHPS Trash Bin Services: February 2024		154.14
		1-50-502.57011 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Waste Management)		
Vendor	**10006 - NATIONWIDE RETIREMENT SOLUTIONS**			
Paid by EFT #8219		457b Flat Amount - 02/07/24		310.00
		1.21069 (General Fund.457(b) Elective Payable)		
Paid by EFT #8223		457b Flat Amount - 02.21.24		310.00
		1.21069 (General Fund.457(b) Elective Payable)		
Vendor	**10791 - NINYO & MOORE**			
Paid by Check #24684		Material/Geotechnical testing at MHPS-December 2023		1,072.50
		1-80-800.80101 (General Fund-Capital Projects - Capital Projects.Capital Outlay - Recycle Distribution System)		
Vendor	**10712 - NORTHWESTERN MUTUAL**			
Paid by EFT #8220		457b Flat Amount ER - 02/07/24		536.69
Paid by EFT #8224		457b Flat Amount ER - 02.21.24		536.69
		1.21069 (General Fund.457(b) Elective Payable)		
Vendor	**10007 - PERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYS**			
Paid by EFT #8221		PERS Payment - 02/07/24		9,098.40
		Item - Pers Payment		
		1-55-100.51061 (General Fund-Water Resources and Planning-Department Administration.Retirement - CalPERS)	242.11	

February 2024 - Demand List

		1-30-100.51061 (General Fund-Human Resources-Department Administration.Retirement - CalPERS)	1,286.09	
		1.21075 (General Fund.CalPERS Deferred Compensation Payable)	1,100.36	
		1-50-100.51061 (General Fund-Engineering and Operations-Department Administration.Retirement - CalPERS)	289.04	
		1-20-100.51061 (General Fund-Finance-Department Administration.Retirement - CalPERS)	2,881.82	
		1-10-100.51061 (General Fund-District Administration-Department Administration.Retirement - CalPERS)	3,298.98	
Paid by EFT #8225	PERS Payment - 02/21/24			9,045.44
		1-50-100.51061 (General Fund-Engineering and Operations-Department Administration.Retirement - CalPERS)	289.04	
		1-10-100.51061 (General Fund-District Administration-Department Administration.Retirement - CalPERS)	3,298.98	
		1-30-100.51061 (General Fund-Human Resources-Department Administration.Retirement - CalPERS)	1,286.09	
		1-20-100.51061 (General Fund-Finance-Department Administration.Retirement - CalPERS)	2,881.82	
		1-55-100.51061 (General Fund-Water Resources and Planning-Department Administration.Retirement - CalPERS)	242.11	
		1.21075 (General Fund.CalPERS Deferred Compensation Payable)	1,047.40	
Paid by EFT #8227	PERS Payment - 02/21/24			52.96
		1.21075 (General Fund.CalPERS Deferred Compensation Payable)		
Vendor **10755 - PUBLIC STORAGE**				
Paid by EFT #8234	Storage Space for February 2024			1,733.00
		1-10-103.57027 (General Fund-District Administration-IT & Building Services.Lease Expense)		
Vendor **10754 - REGUS MANAGEMENT GROUP, LLC**				
Paid by EFT #8237	Lease for Office Space - March 2024			11,710.49
		1-10-103.57027 (General Fund-District Administration-IT & Building Services.Lease Expense)		
Vendor **10112 - SIP - CALIFORNIA PUBLIC EMPLOYEE'S RETIREMNT SYS**				
Paid by EFT #8222	Calpers 457b Flat Amount - 02/07/24			961.11
		1.21069 (General Fund.457(b) Elective Payable)		
Paid by EFT #8226	Calpers 457b Flat Amount - 02/21/24			961.11
		1.21069 (General Fund.457(b) Elective Payable)		
Vendor **10455 - SO CAL SANITATION LLC**				
Paid by Check #24697	WC Access Rental: 01/30/24 - 02/26/24			49.61
		1-50-502.57099 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Miscellaneous Expense)		
Vendor **10058 - SO CALIFORNIA EDISON**				
Paid by EFT #8248	Monthly Electricity - South Gate: 12/13/23 to 01/11/24			1,078.24
		1-50-502.57005 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Utilities - Electricity)		
Paid by EFT #8245	Electricity Services: Cerritos PS -12/18/23 - 01/17/24			18.72
		1-50-502.57005 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Utilities - Electricity)		

February 2024 - Demand List

Paid by EFT #8247		Monthly Electricity - Rio Hondo: 01/02/24 to 01/30/24		22,873.91
		1-50-502.57005 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Utilities - Electricity)		
Paid by EFT #8246		Monthly Electricity-Cudahy: 01/09/24 to 02/07/24		13.92
		1-50-502.57005 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Utilities - Electricity)		
	Vendor **10171 - TELEPACIFIC COMMUNICATIONS**			
Paid by EFT #8242		Monthly Telecommunication Services: 02/16/24-03/15/24		3,620.33
		1-10-103.57003 (General Fund-District Administration-IT & Building Services.Telephone/Data)	2,624.43	
		Item - RHPS		
		1-50-502.57003 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Telephone/Data)	995.90	
	Vendor **10552 - THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**			
Paid by EFT #8253		Monthly Disability and Life Premium- March 2024		996.24
		1-30-100.52003 (General Fund-Human Resources-Department Administration.Insurance - Long Term Disability)	130.84	
		Item - Disability - District Admin Department		
		1-10-100.52003 (General Fund-District Administration-Department Administration.Insurance - Long Term Disability)	199.99	
		Item - Disability - Engineering Department		
		1-50-100.52003 (General Fund-Engineering and Operations-Department Administration.Insurance - Long Term Disability)	63.05	
		Item - Disability - Finance Department		
		1-20-100.52003 (General Fund-Finance-Department Administration.Insurance - Long Term Disability)	223.49	
		Item - Disability - Water Resources Department		
		1-55-100.52003 (General Fund-Water Resources and Planning-Department Administration.Insurance - Long Term Disability)	49.37	
		Item - Life & AD+D Premium - District Admin. Department		
		1-10-100.52001 (General Fund-District Administration-Department Administration.Insurance - Life)	72.90	
		Item - Life & AD+D Premium - District Director - DIV I		
		1-10-102.51034 (General Fund-District Administration-Board Services.Director Life Insurance)	7.29	
		Item - Life & AD+D Premium - District Director - DIV II		
		1-10-102.51034 (General Fund-District Administration-Board Services.Director Life Insurance)	.00	
		Item - Life & AD+D Premium - District Director - DIV III		
		1-10-102.51034 (General Fund-District Administration-Board Services.Director Life Insurance)	.00	
		Item - Life & AD+D Premium - District Director - DIV IV		
		1-10-102.51034 (General Fund-District Administration-Board Services.Director Life Insurance)	.00	
		Item - Life & AD+D Premium - District Director - DIV V		

February 2024 - Demand List

		1-10-102.51034 (General Fund-District Administration-Board Services.Director Life Insurance)	.00	
		Item - Life & AD+D Premium - Engineering Department		
		1-50-502.52001 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Insurance - Life)	36.45	
		Item - Life & AD+D Premium - Finance Department		
		1-20-100.52001 (General Fund-Finance-Department Administration.Insurance - Life)	109.35	
		Item - Life & AD+D Premium - Human Resources Department		
		1-30-100.52001 (General Fund-Human Resources-Department Administration.Insurance - Life)	67.55	
		Item - Life & AD+D Premium - Water Resources Department		
		1-55-100.52001 (General Fund-Water Resources and Planning-Department Administration.Insurance - Life)	35.96	
	Vendor **10097 - UNDERGROUND SERVICE ALERT/SC**			
Paid by Check #24685		Database Maintenance Fee: January 2024		347.75
		1-50-502.57099 (General Fund-Engineering and Operations-Engineering & Recycled Water Ops.Miscellaneous Expense)		
	Vendor **10392 - URBAN WATER INSTITUTE**			
Paid by Check #24686		2024 Membership Application & Renewal		1,375.00
		1-10-100.55019 (General Fund-District Administration-Department Administration.Memberships and Certifications)		
	Vendor **10766 - Veracity, FirstDigital Telecom**			
Paid by EFT #8243		District Phone System: 02/01/24 - 02/29/24		603.49
		1-10-103.57003 (General Fund-District Administration-IT & Building Services.Telephone/Data)		
CBMWD	**PAYROLL - 02/07/2024**			33,550.59
CBMWD	**PAYROLL - 02/21/2024**			33,657.18
		Grand Totals		$2,425,843.56

	BEKELE THOMAS	Director's Meetings - Per Diem District	295.19	
		G/L Account - 1-10-102.51021		
		Payroll Taxes & Deductions - 02/07/24	-22.58	272.61
	CAMACHO-RODRIGUE	Director's - Auto Allowance-monthly	397	
		G/L Account - 1-10-102.51023		
		Director's - Communications Allowance	200	
		G/L Account - 1-10-102.51025		
		Director's Meetings - Per Diem District	233.17	
		G/L Account - 1-10-102.51021		
		Payroll Taxes & Deductions - 02/07/24	-63.51	766.66
	ARTURO CHACON	Director's - Auto Allowance-monthly	397	
		G/L Account - 1-10-102.51023		
		Director's - Communications Allowance	200	
		G/L Account - 1-10-102.51025		

February 2024 - Demand List

	Director's Meetings - Per Diem District	885.57	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/07/24	-490.60	991.97
JUAN GARZA	Director's - Auto Allowance-monthly	397	
	G/L Account - 1-10-102.51023		
	Director's - Communications Allowance	200	
	G/L Account - 1-10-102.51025		
	Director's Meetings - Per Diem District	590.38	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/07/24	-110.05	1077.33
MICHAEL GUALTIERI	Director's Meetings - Per Diem District	295.19	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/07/24	-22.58	272.61
LETICIA VASQUEZ	Director's - Auto Allowance-monthly	397	
	G/L Account - 1-10-102.51023		
	Director's - Communications Allowance	200	
	G/L Account - 1-10-102.51025		
	Director's Meetings - Per Diem District	699.51	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/07/24	-849.18	447.33
CAMACHO-RODRIGUE	Director's Meetings - Per Diem District	699.51	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/21/24	-53.51	646.00
ARTURO CHACON	Director's Meetings - Per Diem District	295.19	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/21/24	-283.69	11.50
JUAN GARZA	Director's Meetings - Per Diem District	2066.33	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/21/24	-285.54	1780.79
MICHAEL GUALTIERI	Director's Meetings - Per Diem District	1475.95	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/21/24	-167.33	1308.62
LETICIA VASQUEZ	Director's Meetings - Per Diem District	233.17	
	G/L Account - 1-10-102.51021		
	Payroll Taxes & Deductions - 02/21/24	-17.84	215.33

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Sharon Kumar

CONSENT ITEM

Annual Investment Policy Review

EXHIBITS:

24Mar000 Memo Investment Policy February 2024.pdf
Exhibit A - Part 4 Investment Policy - 02-26-2024.pdf

Central Basin Municipal Water District

MARCH 25, 2024 – Board Meeting
Prepared by: Sharon Kumar
Submitted by: Sharon Kumar
Approved by: Zackery Lopes, General Counsel

CONSENT ITEM

ANNUAL REVIEW OF PART 4, CHAPTER 2
OF THE ADMINISTRATIVE CODE: INVESTMENT POLICY

Chapter 1, Article 1, Section 1.5 of the Central Basin MWD Investment Policy stipulates that the Investment Policy be reviewed at least annually by the Board of Directors and that any change in the Policy be considered at a public meeting. This stipulation is consistent with Section 53646(a)(2) of the California Government Code.

District staff reviewed the current Investment Policy and does not recommend any revisions at this time.

Discussion
The Investment Policy establishes guidelines for investment objectives, investment authority, allowable investments, portfolio limitations, and periodic reporting.

Investment objectives, consistent with conservative governmental standards, are protections of the following:

(1) Safety of Principal
(2) Liquidity
(3) Yield on Investment

The Board of Directors exercises investment authority through the review and approval of the Investment Policy each year, through appointment of the Treasurer and Deputy Treasurer, and through the review of the monthly cash and investment reports published by the Treasurer.

In terms of allowable investments, the Policy provides for 11 investment options. Four are short-term in nature: Banker's Acceptances, Local Agency Investment Fund (LAIF), Money Market Funds, Commercial Paper and Los Angeles County Pooled Investment Fund (LACPIF). The remaining six options are Time Deposits, U.S. Treasuries, Federal Agency Bonds, Negotiable Certificates of Deposit, Municipal Bonds and Corporate Bonds. All of these latter six options have maturity limits of no more than five years, except for Time Deposits which are limited to one year.

As a matter of practice, the District generally limits its investment activity to the following conservative investments:

- U.S. Treasuries

- Federal Agency Bonds
  - Federal National Mortgage Association
  - Federal Home Loan Banks
  - Federal Farm Credit Banks
  - Federal Home Loan Mortgage Corporation
- Corporate Bonds
- Negotiable Certificates of Deposit
- LAIF
- LACPIF

The California Government Code requires a treasurer to submit quarterly reports to the legislative body on investment activities and balances. However, the District's Investment Policy is more stringent as it requires monthly reporting.

PROCUREMENT PROCESS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was not reviewed by the Administration & Finance Committee on February 8, 2024.

RECOMMENDED MOTION:

Receive and file. No changes to the Investment Policy.

EXHIBITS:

Exhibit "A" - Investment Policy

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Part 4 INVESTMENT POLICY

Chapter 1 Investment Rules

Article 1 – Guidelines and Practices

1.1 Investment Authority and Delegation of Authority

This investment policy is intended to outline the guidelines and practices to be used in effectively managing the District's available cash and investment portfolio. District monies not required for immediate cash requirements will be invested in compliance with the California Government Code § 53600 et seq.

The authority to invest public funds is expressly delegated to the Board of Directors, the Board re-delegates the investment function annually to an appointed Treasurer, which will be District staff, who shall thereafter assume full responsibility for those transactions until the delegation is revoked or expires. The appointed Treasurer may delegate the day-to-day operations of investing to the Deputy Treasurer, but not the responsibility for the overall investment program. All transactions will be reviewed by the appointed Treasurer on a regular basis to assure compliance with the Investment Policy. (California Government Code §53607)

It is the District's full intent, at the time of purchase, to hold all investments until maturity in order to ensure the return of all invested principal.

1.2 Statement of Objectives

The District has established the following as a guideline to prudent investment strategy:

A. Legal Investment Authority - temporary idle funds are to be invested in accordance with California Government Code § 53600 et.seq.

B. Safety of Principal - investments shall be undertaken which first seeks to ensure the preservation of principal in the portfolio. The Treasurer shall ensure each investment transaction is evaluated or cause to have evaluated each potential investment, seeking both quality in issuer and in underlying security or collateral, and shall diversify the portfolio to reduce exposure to principal loss. The District shall seek to preserve principal by mitigating the two types of risk in order of importance:

    a) Credit Risk - defined as the risk of loss due to failure of an issuer of a security. This shall be mitigated by purchasing securities guaranteed by the U.S. Government or high grade securities.

b) Interest Rate Risk - risk that the market value of securities in the portfolio will fall due to changes in general interest rate. This may be mitigated by structuring portfolio to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and by investing operating funds primarily in short-term securities.

C. Liquidity - investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without substantial loss of value.

D. Yield on Investment - investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal and liquidity and the prudent investor standard.

1.3 Prudent Investor Standard

The Board of Directors and Treasurer adhere to the guidance provided by the "prudent investor rule", California Government Code (§ 53600.3) which obligates a fiduciary to ensure that "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

1.4 Reporting Requirements

In accordance with California Government Code § 53646, the Treasurer shall submit a monthly report to the Executive Secretary of the Board of Directors via the General Manager indicating the types of investment 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.

The Treasurer shall also submit a monthly summary report to the Board of Directors via the General Manager showing investment activity and the status of cash by depository. Finally, the Treasurer's report shall include a certification regarding the District's ability to meet the expenditure requirements for the next six months, or provide an explanation as to why sufficient funds shall, or may, not be available.

1.5 Investment Policy Administration

The Treasurer may, at any time, further restrict the securities approved for investment as deemed appropriate. This policy shall be reviewed at least annually by the Board of Directors.

Additionally, the Treasurer shall annually send a copy of the current Investment Policy to all approved dealers. Each dealer is required to return a signed statement indicating receipt and understanding of the District's investment policies.

1.6 Internal Control

Internal policies and procedures have been developed to assure that appropriate controls are in place to document and confirm all transactions. An independent analysis by external auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

Chapter 2 Institutions and Dealers

Article 1 - Authorized Financial Institutions and Securities Dealers

1.1 Brokers and Dealers

For brokers/dealers of government securities and other investments, the Treasurer shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in investment transactions with a broker/dealer, the Treasurer shall obtain a signed verification form that attest the individual has reviewed the District's Investment Policy, and intends to present only those investment recommendations and transactions to the District that is appropriate under the terms and conditions of the Investment Policy.

The Board of Directors may engage the services of one or more external managers to assist in the management of the District's investment portfolio. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisors Act of 1940.

Chapter 3 Investment Portfolio

Article 1 – Security Investments

1.1 Portfolio Limitations

Any reference to the portfolio shall mean the total of the District's cash and securities under management by the Treasurer. The Treasurer may invest in any security authorized for investment under state law, subject to the limitations described herein:

(a) Maturity Limitations - The Treasurer is authorized to invest District funds for terms set forth below. For certain instruments, the term of the investment is limited by market convention or as otherwise prescribed herein. No investments may be acquired that exceed 5 years.

(b) Investment Transactions - Information concerning investment opportunities and market developments will be gained by maintaining contact with the financial community. Confirmations of all investment transactions will be maintained by the Budget and Finance Department for the annual audit. When practicable, the Treasurer shall solicit more than one quotation on each trade.

Eligible securities could be purchased at their original sale or after they have been issued. (California Government Code §53603)

(c) Exchange of Securities - An exchange of securities is a shift of assets from one instrument to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. In no instance shall an exchange be used for speculative purposes. Any such exchange shall be simultaneous (same day execution of sale and purchase), and shall require the approval of the Treasurer.

(d) Safekeeping - All securities purchased should be made on a delivery versus payment (DVP) basis, registered under the name of Central Basin Municipal Water District, and held in safekeeping by a third party bank trust department, acting as agent for the District pursuant to the terms of a custody agreement. The trust department of the District's bank may act as third party custodian, provided that the custodian agreement is separate and apart from the banking agreement.

(e) Prohibited Investments - Under the provisions of the California Government Code §53601.6 and 53631.5, the District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, mortgage-derived, interest-only strips or any investment that may result in a zero interest accrual if held to maturity.

1.2 Authorized Investments

The District is governed by the California Government Code, § 53600 et. seq. Within the context of these limitations, the investments listed below are authorized. Those investments not identified in this section are considered to be ineligible. Credit criteria and maximum percentages listed in this section are calculated at the time the security is purchased.
Where this Policy addresses specific portfolio percentage limitations by category, compliance will be measured as of the date of purchase as stated in the California Government Code §53601: "Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase."

If an investment in the District's portfolio is downgraded by a nationally recognized statistical rating organization (NRSRO) to a level below the credit quality required by this investment policy, the Treasurer will review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio based on its current maturity, the economic outlook for the issuer, and other relevant factors. If a decision is made to hold a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported.

Any investment held at the time prior to a revision of the Policy which does not meet the new policy guidelines may be held until maturity, and the Policy shall not apply to the prior investment currently held. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current adopted policy.

A. Time Deposits

The Treasurer may invest in certificates of deposit issued by bank or savings and loans chartered by the United States or California. For purposes of this policy, collateralized time deposits shall be considered investments.

The following criteria will be used in evaluating financial institutions and form of collateral to determine eligibility for deposits:

a) The financial institution must have been in existence for at least five years.

b) Eligibility for deposits shall be limited to those financial institutions which maintain a rating equivalent to "A" or higher by one of the nationally recognized statistical-rating organizations (NRSRO).

c) The deposit shall not exceed 25 percent of the shareholders' equity of any depository bank. For the purposes of this constraint, shareholders' equity shall be deemed to include capital notes and debentures. (California Government Code § 53638 (a))

d) The deposit shall not exceed 25 percent of the total of the net worth of any depository savings and loan association.

e) The total deposits shall not exceed 25 percent of the eligible financial institution's paid-up capital and surplus. (California Government Code § 53638 (b))

f) To secure such deposits, the financial institution shall maintain in the collateral pool, marketable securities having a market value of at least 10 percent in excess of the total amount deposited. (California Government Code § 53652)

g) The maximum term for time deposits or bank certificate of deposits shall be one year.

B. Local Agency Investment Fund (LAIF) Deposits

Deposits for the purpose of investment in the Local Agency Investment Fund of the State Treasury may be made up to the maximum amount permitted by State Treasury policy.

C. Negotiable Certificates of Deposit

The Treasurer may invest in negotiable certificates of deposit as follows:

(a) Investment in negotiable certificates of deposit shall not exceed 30 percent of the total portfolio in effect immediately after any such investment is made.

(b) To be eligible, a certificate of deposit must be issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by California Financial Code § 5102), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. (California Government Code § 53601 (i))

(c) All deposits may only be made in institutions that enable the deposit in addition to accrued interest to be fully FDIC insured.

(d) The investment shall not exceed 25 percent of the shareholders' equity of any depository bank. For the purposes of this constraint, shareholders' equity shall be deemed to include capital notes and debentures. (California Government Code § 53638(a))

(e) The investment shall not exceed 25 percent of the total net worth of any depository savings and loan association.

(f) The total investment in an eligible financial institution shall not exceed 25 percent of the total portfolio available for investment in this investment category.

(g) The maximum maturity shall be limited to five years.

D. Bankers' Acceptances

The Treasurer may invest in bankers' acceptances as follows:

(a) Investment in prime bankers' acceptance shall not exceed 15 percent of the portfolio in effect immediately after any such investment is made.

(b) Eligibility shall be limited to those bankers acceptances' issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by one or more of the NRSRO.

(c) No more than 15 percent of this category of investments may be invested in any one commercial bank's acceptances. (California Government Code § 53601(g)

(d) The maximum maturity shall be limited to 180 days. (California Government Code § 53601 (g))

E. Commercial Paper

The Treasurer may invest in commercial paper as follows:

(a) Only commercial paper of prime quality of the highest ranking or of the highest letter and numerical rating as provided for by NRSRO. (California Government Code § 53601 (h))

(b) Eligible paper is further limited to issuing corporations that are organized and operating within the United States as a general corporation and having total assets in excess of $500,000,000.

(c) Eligible issuer's debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.

(d) Investments in commercial paper shall not exceed 25 percent of the portfolio.

(e) No more than 10 percent of the outstanding commercial paper of an issuing corporation may be purchased.

(f) The term shall not exceed 270 days.

F. U.S. Treasuries

The Treasurer may invest in United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest. (California Government Code §53601 (b))

G. Federal Agencies or United States government-sponsored enterprise obligations

The Treasurer may invest in Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. (California Government Code §53601 (f))

Includes obligations issued by the Federal Home Loan Banks, the Government National Mortgage Association, the Farm Credit System, the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, or obligations or other instruments of or issued by a federal agency or a United States Government sponsored enterprise.

H. Money Market Funds

The Treasurer may invest in shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (California Government Code § 53601(l))

The following criteria will be used in evaluating funds:

a) Attain the highest ranking letter and numerical rating provided by not less than two NRSRO; or

b) Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of $500,000,000.

c) The maximum purchase price of shares shall not exceed 20% of the portfolio.

I. Medium-Term Notes

The Treasurer may invest in medium-term notes issued by U.S. Corporations with “A” ratings or higher. The term shall not exceed five years and shall not exceed 10% of the portfolio.

J. Municipal Bonds

The Treasurer may invest in municipal bonds with “A” ratings or higher by Standard and Poors and A2 by Moody’s. The term shall not exceed five years and shall not exceed 20% of the portfolio.

K. Los Angeles County Pooled Investment Fund

Deposits for the purpose of investment in the Los Angeles County Pooled Investment Fund administered by the Los Angeles County Treasurer may be made up to the maximum amount permitted by the Treasurer’s policy.

1.3 Market Yield (Benchmark)

The Treasurer shall determine whether market yields are being achieved using one of the following basis:

- Local Agency Investment Fund (LAIF)
- Los Angeles County Pooled Investment Fund (LACPIF)
- 3-month, 6-month, and 1-year Treasury Bills

1.4 Bond Funds

Investment of bond proceeds shall be subject to the conditions and restrictions of bond documents and are not governed by this policy.

1.5 Trust Funds

Investment of District pension trust funds are governed by the provisions of California Government Code § 53215 through 53224.

Investment of District post-employment health benefit trust funds are governed by the provisions of California Government Code § 53620-53622.

1.6 Glossary Of Terms

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS’ ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report of the (entity). It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment. Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills.)

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per entity.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages. The term “pass-throughs” is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve’s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Madeline Chen

REPORTS AND CORRESPONDENCE

Water Supply and Resources Update

RECOMMENDED MOTION:

Receive and file.

EXHIBITS:

24March001 WS&R Memo.pdf
24March001 Exhibit A Potable Reads.pdf
24March001 Exhibit B Recycled Reads.pdf
24March001 Exhibit C Statewide Reservoir Conditions.pdf

Central Basin Municipal Water District

March 1, 2024 – Water Resources & Governmental Affairs
Garza, Chacon, Gualtieri
March 25, 2024 – Board Meeting
Prepared by: Madeline Chen
Submitted by: Madeline Chen
Approved by: Victor Ponto

REPORTS AND CORRESPONDENCE

WATER SUPPLY AND RESOURCES UPDATE

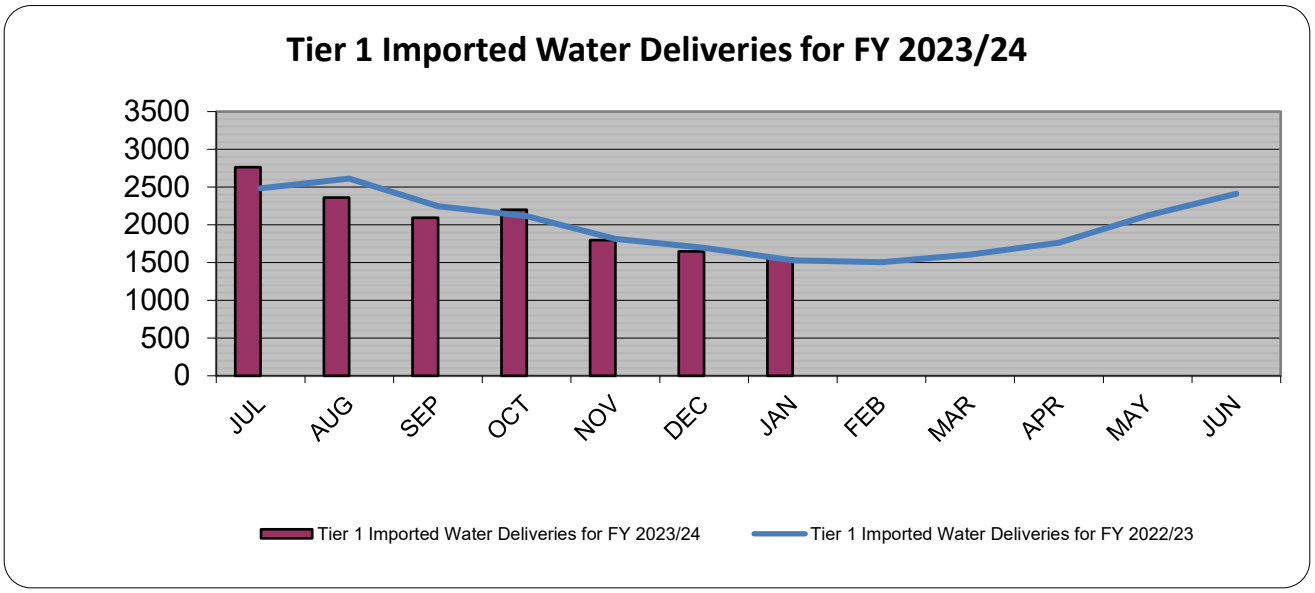
Summary:
This report summarizes water supply data and water resources briefs.

Imported Water

For the month of January, Central Basin Municipal Water District (CBMWD) supplied 1,557 acre-feet (AF) of direct deliveries of imported water. This reflects a 2% increase compared to 1,530 AF supplied last year during January 2023. Year-to-date total demands for Tier 1 imported water are 14,420 AF, representing a 0.5% decrease from the same period during the previous fiscal year (FY) when demands totaled 14,495 AF. A detailed list of these deliveries is attached as **Exhibit "A,"** and **Figure 1**, below, graphically compares these deliveries to the previous FY.

For FY23/24, CBMWD projected 22,364 AF of imported water and has produced 14,420 AF YTD.

Figure 1

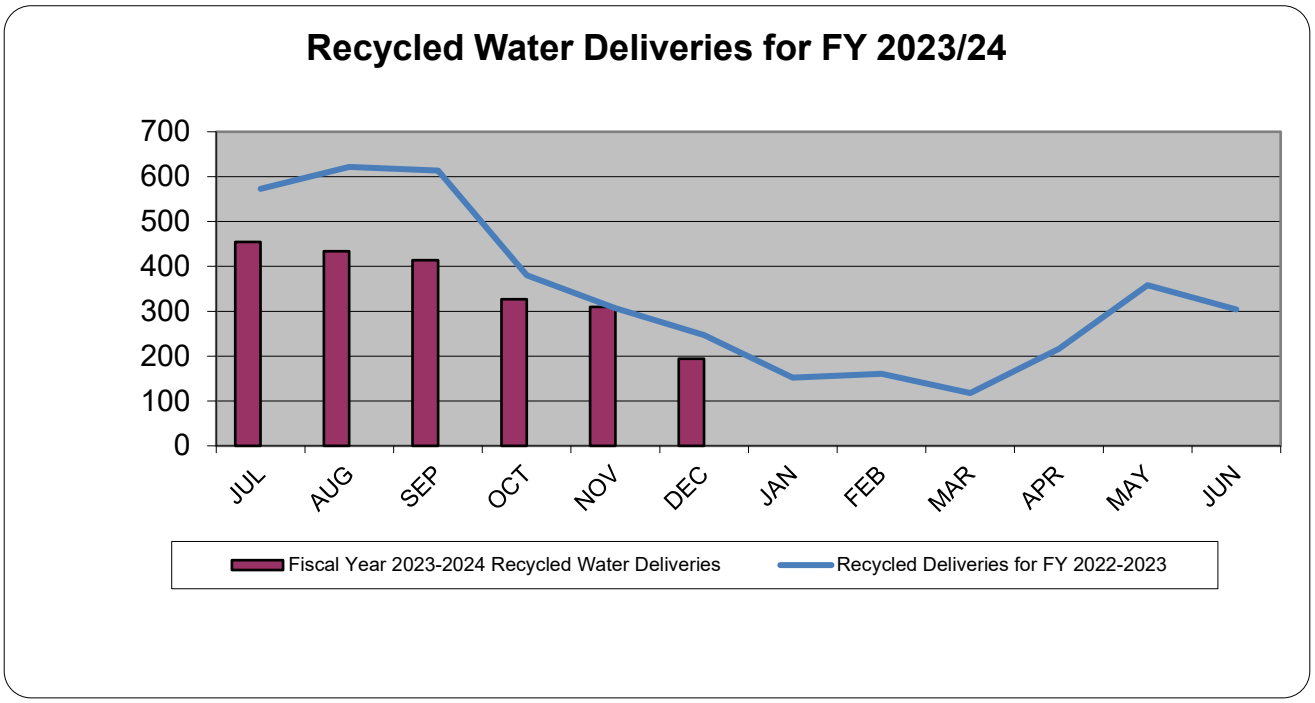


Recycled Water

For the month of December, CBMWD supplied 194 AF of recycled water supplies. This reflects a 21% decrease compared to 247 AF of recycled water supplied during December 2023. Recycled water year-to-date demands are 2,132 AF, representing a 22% decrease from the same period during the previous fiscal year (FY) when demands totaled 2,741 AF. A detailed list of these deliveries is included as **Exhibit "B." Figure 2** below graphically shows these estimated recycled water deliveries compared to the previous FY.

For FY23/24, CBMWD projected 5,625 AF of recycled water and has produced 2,132 AF YTD.

Figure 2



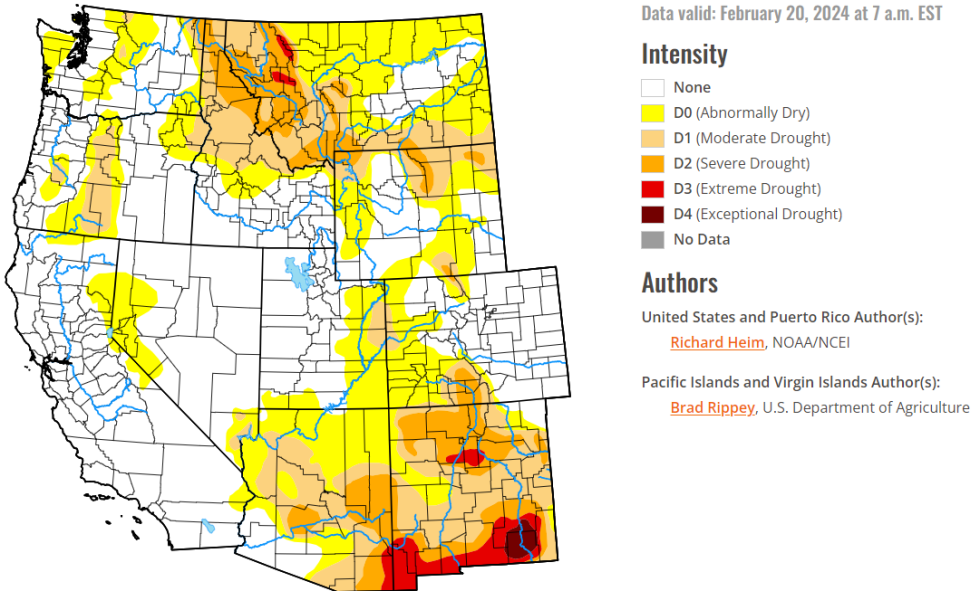
Drought Monitor

(As of 2/20/24) Five inches or more of precipitation fell along the California coast, across much of northern California, and in southwestern coastal Oregon, with 2 inches or more inland to the Sierra Nevada, Oregon Cascade mountain range, and over southwestern coastal Washington. Half an inch to an inch of precipitation fell across southern parts of the Pacific Northwest inland to the Rockies and a few areas to the north, with up to 2 inches falling from the Great Salt Lake area to Yellowstone National Park. Another area of 1 to 2 inches of precipitation occurred over the Colorado Rockies into adjacent Wyoming. Parts of California have received over 10 inches of precipitation during February and the Sierra Nevada range has received 1 to 3 feet of new snow since the end of January. But even with a wet February, much of the Sierra Nevada still has a below-normal snowpack. As of February 16, the northern Sierra snow water content (SWE) was 83% of normal, the central Sierra SWE was 74% of normal, and the southern Sierra SWE was 72% of normal. So, the D0 along the California-Nevada border was left unchanged.

While this week was dry across New Mexico, precipitation from the last 2 weeks to 3 months prompted the elimination of the D4 in southwestern New Mexico and the northwest D2, and contraction of the D3 in north central and D2 in southwestern parts of the state.

In northern parts of the West, precipitation for the water year to date (October 1, 2023-February 18, 2024) has been largely below normal and the winter snowpack is significantly below normal. Parts of the northern Rockies have record low SWE values, according to SNOTEL data. D0 expanded in parts of Idaho, Oregon, and Washington; spots of severe drought (D2) were added in north central and northeast Wyoming; and D2 was expanded and new D3 added in parts of Montana, especially the western and southern mountains, where the last 3 to 4 months have been dry and SWE values are record low.

Figure 3



Colorado River Supplies

As of February 26, 2024, conditions are indicated as follows: Pictured in Figure 4, Upper Colorado Basin precipitation measures to 13.3 inches of water-year-to-date, 98% of normal. Pictured in Figure 5, there has been 12 inches of snow pack in Upper Colorado, 99% of normal. Figure 6 demonstrates Lake Mead's storage trends in comparison to previous years, Lake Mead currently has 2.25 MAF more storage than this time last year.

Figure 4

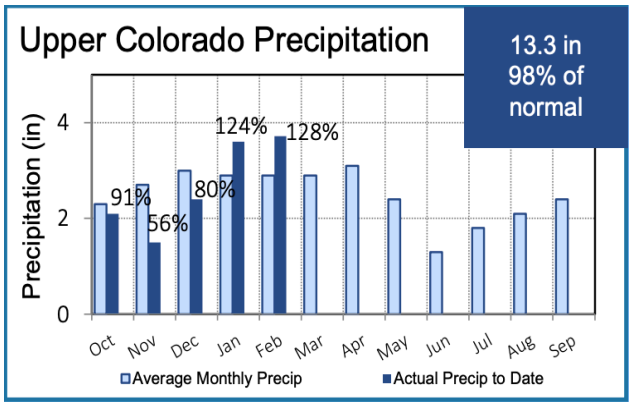


Figure 5

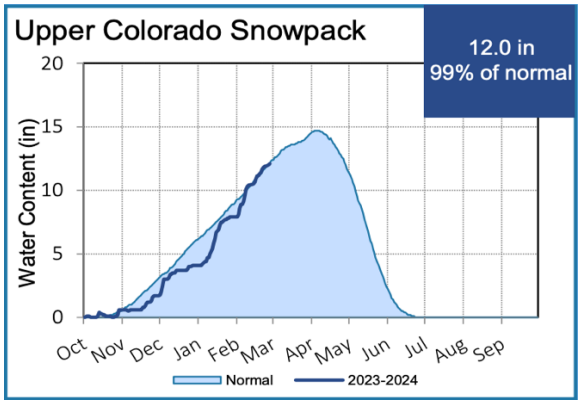
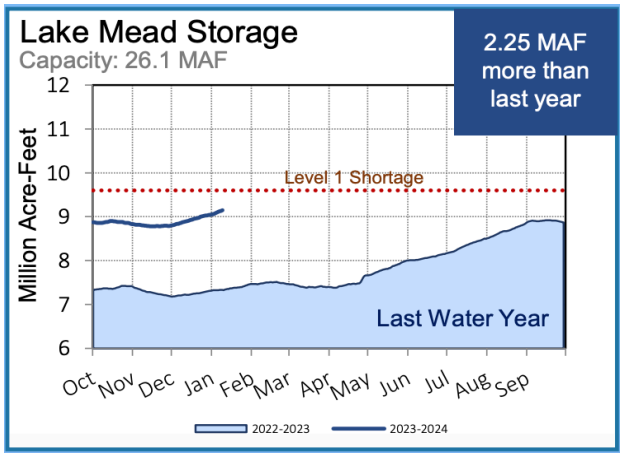
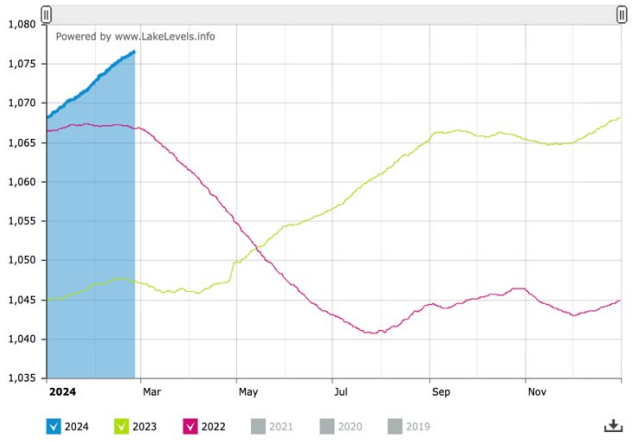


Figure 6





Statewide Reservoir Conditions

Attached, as **Exhibit "C,"** is the Reservoir Condition Report from the Department of Water Resources. As of February 25, 2024, conditions are indicated as follows:

- Lake Shasta, part of the federally owned Central Valley Project (CVP), was at 85% of total capacity and at 120% of the historical average.
- The San Luis Reservoir provides water south of the Delta and was at 68% of total capacity and at 84% 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 84% of total capacity and at 135% 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 SEWEP, CBMWD is 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 SEWEP is that it's 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
            - 2/26/24 Bonus Funding for Public Agency Turf Replacement Projects: There will be an additional $1/square foot for a total of $4/ square foot
    - 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.

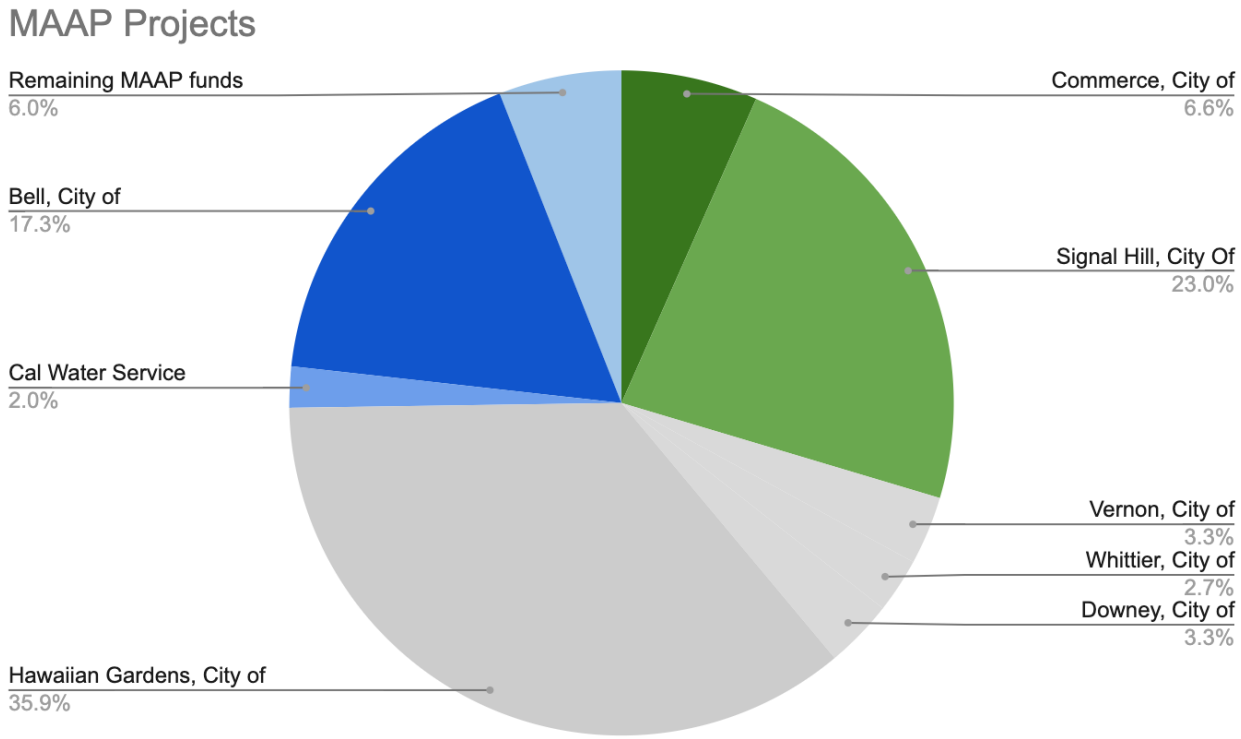
- Stormwater for Recharge
  - Stormwater recharge projects capture stormwater for groundwater recharge and future production. Some examples of recharge projects include stormwater capture through centralized spreading basins, dry wells, or infiltration galleries.
- Local Resources Program
  - Since 1982, 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.

- <u>MWD Member Agency Allocation Fund</u>

  - 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
  - Current Projects:
    - Turf Replacement Projects
      - The City of Commerce ($50k) - Complete, Approved by MWD
      - The City of Signal Hill ($173k) – In Progress, Approved by MWD
    - Olea Leak Detection Pilot
      - The City of Vernon ($25k) – Complete, Approved by MWD
      - The City of Whittier ($20k) – Complete, Approved by MWD

- The City of Downey ($25k) – In Progress, Approved by MWD

- Smart Irrigation
  - The City of Hawaiian Gardens ($200k) – In Progress, Approved by MWD (Pending $70k Increase)
  - The City of Bell ($130k) – Pending Project Proposal
- Drinking Water Fountain Retrofits
  - California Water Service ($30k) – In Progress



MWD Updates

2/21/24: The California Department of Water Resources (DWR) today increased the State Water Project allocation to 15%: This adjustment does not include the results of any of the storms that hit California earlier this month, so the Department will continue to review conditions and may revise the forecasted allocation again in mid-March.

2/13/24: New director representing Central Basin Municipal Water District joins Metropolitan board: La Habra Heights County Water District general manager Michael Gualtieri was seated today as Central Basin Municipal Water District's representative on the board of directors of the Metropolitan Water District of Southern California.

1/25/24: Metropolitan launches construction of new water tunnel, celebrates student who named machinery: A tunnel boring machine that will help complete a water pipeline to serve growing western Riverside County communities is being named for 20th century

environmentalist Rachel Carson, thanks to third-grade Moreno Valley student Jessica Wang whose submission was chosen in a recent contest held by Metropolitan Water District.

1/24/24 Metropolitan to unveil student-named boring machine that will excavate new tunnel bringing water to Inland Empire: Wang's winning submission names the tunnel boring machine after distinguished 20th century environmentalist Rachel Carson, who warned of the dangers posed by chemicals to the world's natural systems. Starting this month, the machine will begin excavating a tunnel to complete the existing Perris Valley Pipeline to meet water supply demands in the fast-growing Inland Empire region.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

PROJECT BENEFITS:

Not applicable.

COMMITTEE STATUS:

Not applicable.

GENERAL COUNSEL REVIEW:

RECOMMENDED MOTION:

Receive and file.

EXHIBITS:

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

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Central Basin
Municipal Water District

Meter Detail Report for Meter Type - Potable

End Fiscal Year - 2024

EXHIBIT "A"

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (AF)
BELLFLOWER-SOMERSET MUTUAL WATER CO	0	0	0	0	0	0.02	0	0	0	0	0	0	0.02
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	318.66	263.82	231.25	225.6	65.8	4.76	11.17	0	0	0	0	0	1121.06
CALIFORNIA WATER SERVICE CO. - COMMERCE	61.23	61.65	37.9	28.51	18.33	19.15	20.31	0	0	0	0	0	247.08
CITY OF BELL GARDENS	86.68	85.36	78.7	81.54	73.94	73.01	68.96	0	0	0	0	0	548.19
CITY OF CERRITOS	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF DOWNEY	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF HUNTINGTON PARK	99.63	98.29	109.21	116.97	118.73	118.94	123.02	0	0	0	0	0	784.79
CITY OF LAKEWOOD	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF LYNWOOD	0	0.29	0	0.27	1.53	1.78	0	0	0	0	0	0	3.87
CITY OF MONTEBELLO	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF NORWALK	96.32	93.12	84.45	87.57	100.01	99.51	80.52	0	0	0	0	0	641.5
CITY OF PARAMOUNT	242.96	227.77	205	202.11	174.22	167.39	155.57	0	0	0	0	0	1375.02
CITY OF SANTA FE SPRINGS	436.63	386.89	369.78	394.6	301.3	279.36	246.44	0	0	0	0	0	2415
CITY OF SIGNAL HILL	101.82	90.53	74.9	0.42	0	0	0	0	0	0	0	0	267.67
CITY OF SOUTH GATE	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY OF VERNON	0	0	0.05	0.03	0	0.05	0	0	0	0	0	0	0.13
GOLDEN STATE WATER COMPANY	677.13	515.66	451.21	595.76	527.71	497.23	487.1	0	0	0	0	0	3751.8
LA HABRA HEIGHTS WATER DISTRICT	0	0	5.15	8.94	0	0	0	0	0	0	0	0	14.09
LIBERTY UTILITIES	464.03	454.06	420.46	429.53	387.71	360.65	337.33	0	0	0	0	0	2853.77
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	0	0	0	0	0
MAYWOOD MUTUAL WATER CO. NO. 2	7.11	0	0.01	0.04	0	0	0	0	0	0	0	0	7.16
MAYWOOD MUTUAL WATER CO. NO. 3	0	0	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	29.02	28.53	26.61	26.63	28.19	27.32	26.52	0	0	0	0	0	192.82
SUBURBAN WATER SYSTEMS	143.35	52.66	0	0	0	0.1	0	0	0	0	0	0	196.11
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 (AF)	2764.57	2358.63	2094.68	2198.52	1797.47	1649.27	1556.94	0	0	0	0	0	14420.08

Central Basin Municipal Water District

Meter Detail Report for Meter Type - Potable

End Fiscal Year - 2023

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (AF)
BELLFLOWER-SOMERSET MUTUAL WATER CO	0	0	0	0	0	0	0.01	0	0	0	0	0	0.01
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	443.57	435.42	239.99	176.84	129.53	90.68	45.86	26.06	52.36	109.13	145.51	165.21	2060.16
CALIFORNIA WATER SERVICE CO. - COMMERCE	133.6	192.04	178.22	135.52	133.63	111.19	112.5	106.71	144.22	112.78	116.52	142.51	1619.44
CITY OF BELL GARDENS	87.78	90.66	83.54	82.47	72.4	71.54	67.18	64.15	66.53	71.03	76.07	76.74	910.09
CITY OF CERRITOS	42.31	57.64	0	0	0	0	0	0	0	0	0	0	99.95
CITY OF DOWNEY	0	0	0	0	0	0	0	0	0	0	0.19	0	0.19
CITY OF HUNTINGTON PARK	137.09	105.33	99.59	112.37	106.14	98.92	111.34	101.9	112.76	108.14	106.37	91.06	1291.01
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	6.52	0	0	0	0	0	0	0	127.09
CITY OF MONTEBELLO	27.96	30.21	30.14	35.16	30.01	26	25.36	5.85	0	0	0	0	210.69
CITY OF NORWALK	21.33	71.3	88.54	89.65	78.36	79.41	73.46	69.1	74.75	77.38	87.19	88.54	899.01
CITY OF PARAMOUNT	242.56	248.23	229.27	213.92	191.92	178.08	153.36	154.2	150.23	171.21	194.92	205.04	2332.94
CITY OF SANTA FE SPRINGS	308.82	319.97	280.36	293.11	267.1	237.06	212.13	219.4	220.96	247.6	288.05	341.63	3236.19
CITY OF SIGNAL HILL	45.26	57.38	72.93	134.36	105.39	96.1	83.36	66.88	54.28	56.12	83.75	88.34	944.15
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	0.15	0	0	0	0.15
GOLDEN STATE WATER COMPANY	396.42	515.99	469.45	391.38	307.67	311.04	303.38	364.01	401.1	433.89	597.92	588.52	5080.77
LA HABRA HEIGHTS WATER DISTRICT	0	0	0	0	0	0	0	0	0	0	0	0.01	0.01
LIBERTY UTILITIES	475.23	488.35	430.46	409.96	386.31	385.9	333.06	306.05	302.84	342.69	385.26	388.23	4634.34
LOS AMIGOS GOLF COURSE	0	0	0	0	0	0	0	0	0	0	5.13	6.72	11.85
MAYWOOD MUTUAL WATER CO. NO. 1	0	0.03	0	0	0	0	0	0	0	0	0	0	0.03
MAYWOOD MUTUAL WATER CO. NO. 2	0	0.03	12.61	40.72	0	0	8.47	12.99	0.01	4.66	0.02	0	79.51
MAYWOOD MUTUAL WATER CO. NO. 3	0	0.03	0	0	0	0	0	0	0	0	0	0	0.03
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	0.04	2.64	26.59	27.56	35.08	28.3	120.21
SUBURBAN WATER SYSTEMS	0	0	30.73	0	0	7.96	0	4.84	0	0	0	202.77	246.3
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 (AF)	2481.83	2612.61	2246.5	2115.46	1814.98	1693.88	1529.51	1504.78	1606.78	1762.19	4535.6	2413.62	23904.12

Central Basin Municipal Water District

Meter Detail Report for Meter Type - Recycled

End Fiscal Year - 2024

EXHIBIT "B"

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (AF)
BELLFLOWER-SOMERSET MUTUAL WATER CO	9.75	11.72	8.57	8.53	7.24	5.4	0	0	0	0	0	0	51.21
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	2.87	3.24	3.39	2.95	2.72	2.39	0	0	0	0	0	0	17.56
CITY OF BELLFLOWER	0.71	1.09	0.58	0.79	0.48	0.19	0	0	0	0	0	0	3.13
CITY OF CUDAHY	0.18	0.15	0.17	0.06	0	0	0	0	0	0	0	0	0.56
CITY OF DOWNEY	106.92	84.42	73.47	66.67	43.29	26.87	0	0	0	0	0	0	401.64
CITY OF HUNTINGTON PARK	6.15	5.34	4.95	4.86	2.74	0.81	0	0	0	0	0	0	24.85
CITY OF LYNWOOD	1.62	2.31	1.42	1.25	1.11	0.66	0	0	0	0	0	0	8.37
CITY OF MONTEBELLO	0	0	0	0	16.12	16.12	0	0	0	0	0	0	32.24
CITY OF NORWALK	6.07	6.24	3.62	3.11	3.16	1.18	0	0	0	0	0	0	23.38
CITY OF PARAMOUNT	23.98	29.02	23.07	19.92	18.85	14.77	0	0	0	0	0	0	129.61
CITY OF PICO RIVERA	5.74	6.05	4.7	5.29	3.08	2.65	0	0	0	0	0	0	27.51
CITY OF SANTA FE SPRINGS	104.81	62.46	105.92	62.48	70.05	48.06	0	0	0	0	0	0	453.78
CITY OF SOUTH GATE	14.18	9.03	9.11	6.16	15.49	4.63	0	0	0	0	0	0	58.6
CITY OF VERNON	0	54.97	46.12	36.52	31.81	13.77	0	0	0	0	0	0	183.19
CITY OF WHITTIER	8.04	11.98	8.88	7.17	5.99	2.98	0	0	0	0	0	0	45.04
GOLDEN STATE WATER COMPANY	44.42	38.37	32.82	27.87	23.77	13.75	0	0	0	0	0	0	181
LIBERTY UTILITIES	27.26	29.06	23.59	16.61	13.03	14.37	0	0	0	0	0	0	123.92
LOS AMIGOS GOLF COURSE	44.55	36.07	25.03	21.53	20.56	8.13	0	0	0	0	0	0	155.87
Montebello Land & Water Company	3.79	0	4.47	0	2.82	0	0	0	0	0	0	0	11.08
PICO WATER DISTRICT	5.25	5.43	2.81	6.1	5.71	1.1	0	0	0	0	0	0	26.4
SAN GABRIEL VALLEY WATER CO	32.88	33.3	27.74	26.04	18.61	14.48	0	0	0	0	0	0	153.05
UPPER SAN GABRIEL VALLEY MWD	4.65	3.75	3.23	3.38	2.79	1.86	0	0	0	0	0	0	19.66
Grand Totals (AF)	453.82	434	413.66	327.29	309.42	194.17	0	0	0	0	0	0	2132.36

Central Basin Municipal Water District

leter Detail Report for Meter Type - Recycled

End Fiscal Year - 2023

EXHIBIT "B"

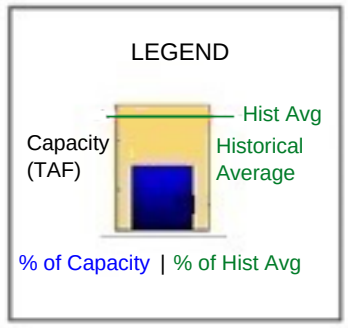
Purveyor	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (AF)
BELLFLOWER MUNICIPAL WATER SYSTEMS	1.04	1.08	0	0	0	0	0	0	0	0	0	0	2.12
BELLFLOWER-SOMERSET MUTUAL WATER CO	9.33	14.18	12.19	9.54	6.34	4.62	3.05	1.77	1.17	1.87	6.11	5.26	75.43
CALIFORNIA WATER SERVICE - EAST LOS ANGELES	3.46	3.51	4.4	3.63	2.35	1.87	0.93	1.14	1.32	0.46	1.64	2.19	26.9
CITY OF BELLFLOWER	0	0	1.38	1.17	1.45	1.44	0.53	0.33	0.37	0.37	0.46	0.6	8.1
CITY OF CUDAHY	0.18	0	0	0	0.03	0.11	0.01	0.01	0.01	0.03	0.1	0	0.48
CITY OF DOWNEY	114.2	84.78	115.11	57.92	34.33	19.15	14.78	20.14	7.24	49.69	63.37	56.36	637.07
CITY OF HUNTINGTON PARK	6.63	6.8	4.99	5.1	2.87	1.43	0.98	0.05	2.11	3.86	4.76	5.38	44.96
CITY OF LYNWOOD	3.26	2.15	1.44	0.98	0.91	0.21	0.07	0.11	0.1	0.53	0.97	0.78	11.51
CITY OF MONTEBELLO	43.22	36.2	22.8	2.92	1.88	0.6	0.2	0	0.74	0.37	1.19	0	110.12
CITY OF NORWALK	5.94	7.46	7.68	2.01	2.56	1.84	0.9	0.8	1.8	2.06	4.85	3.73	41.63
CITY OF PARAMOUNT	35.94	43.49	39.44	24.59	21.54	11.79	4.12	8.87	8.27	14.89	22.84	16.86	252.64
CITY OF PICO RIVERA	11.25	11.3	7.3	5.41	3.95	2.25	3.1	2.56	0.62	1.64	2.94	2.4	54.72
CITY OF SANTA FE SPRINGS	93.99	102.73	127.81	90.69	96.41	86.5	52.42	58.26	39.7	46.4	110.32	61.31	966.54
CITY OF SOUTH GATE	12.88	52.89	26.79	22.83	13	8.48	10.46	3.67	2.04	3.32	7.73	28.91	193
CITY OF VERNON	39.57	70.04	74.94	47.29	42.6	41.44	38.56	32.04	35.48	33.12	25.76	16.01	496.85
CITY OF WHITTIER	8.78	10.84	8.5	6.41	3.15	1.28	0.01	0.77	0.69	3.85	7.59	5.66	57.53
GOLDEN STATE WATER COMPANY	50.33	56.17	43.2	17.68	12.34	12.47	4.56	7.09	2.9	17.69	22.74	23.6	270.77
LIBERTY UTILITIES	35.93	35.73	35.41	29.22	21.42	13.09	8.33	10.81	8.89	10.68	16.22	14.01	239.74
LOS AMIGOS GOLF COURSE	45.73	34.67	26.46	15.18	10.68	24.57	0	2.37	0	13.7	26.02	28.37	227.75
Montebello Land & Water Company	7.7	0	6.12	0	2.14	0	1.35	0.39	0.08	0	4.32	2.39	24.49
PICO WATER DISTRICT	5.83	6.88	7.41	7.34	5.02	2.78	3.04	3.56	1.77	0.42	4.49	5.87	54.41
SAN GABRIEL VALLEY WATER CO	31.42	33.97	33.04	23.26	17.49	9.35	4.38	3.73	1.97	10.16	20.51	20.92	210.2
UPPER SAN GABRIEL VALLEY MWD	6.15	6.8	7.1	7.06	4.07	1.25	0.53	1.93	0.35	0.94	3.46	3.08	42.72
Grand Totals (AF)	572.76	621.67	613.51	380.23	306.53	246.52	152.31	160.4	117.62	216.05	358.39	303.69	4049.68

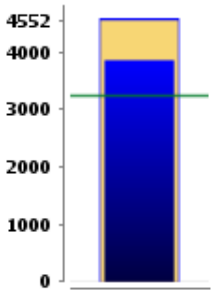


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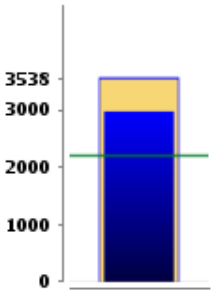
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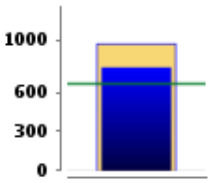




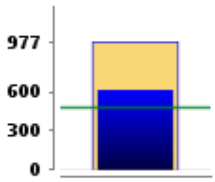
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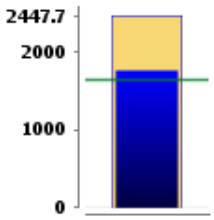
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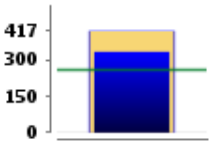
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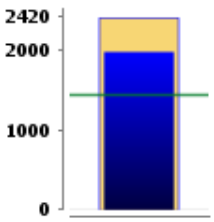
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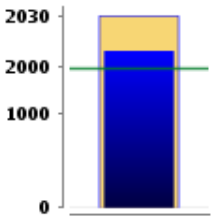
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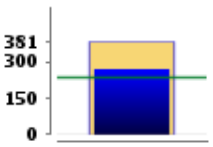
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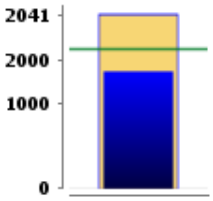
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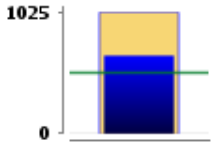
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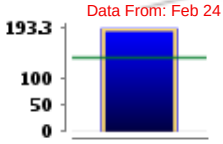


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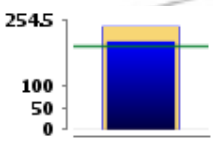


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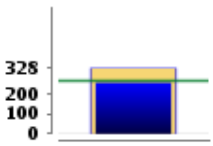
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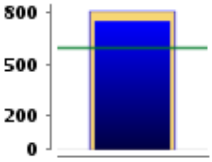
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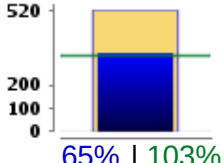
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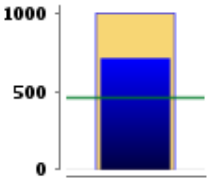
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Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Isabelle Guido

REPORTS AND CORRESPONDENCE

Capital Improvement Project Plan and Recycled Water Program Updates

RECOMMENDED MOTION:

Receive and file.

EXHIBITS:

24Mar005 CIP Update.pdf
24Mar005 CIP Update Presentation.pdf

Central Basin Municipal Water District

MARCH 13, 2024 - Engineering & Operations
Bekele, Crawford, Camacho-Rodriguez
MARCH 25, 2024 - Board Meeting
Prepared by: Isabelle Guido
Submitted by: Isabelle Guido
Approved by: Dr. Alejandro Rojas

REPORTS & CORRESPONDENCE

CAPITAL IMPROVEMENT PROJECT PLAN AND RECYCLED WATER PROGRAM UPDATES

BOARD AUTHORIZATION:

On July 25, 2022, the Board authorized a contract with RT Contractors for the construction of Rio Hondo Pump Station Rehabilitation Phase 1: Motion: Chacon / Second: Apodoca – 5 Yes (Chacon, Gualtieri, Apodoca, Hawkins, Negrete). 3 No (Camacho-Rodriguez, Vasquez-Wilson, Rodrigue).

On October 3, 2019, the Board authorized an agreement with Sentinel Peak Resources California LLC for the Montebello Recycled Water Pipeline to supply the Montebello Hills Development. Motion: Oskoui / Second: Apodoca – 5 Yes (Apodaca, Hawkins, Oskoui, Heldman, Camacho-Rodriguez). 3 Absent (Chacon, Vasquez-Wilson, Arrighi).

On January 23, 2023, the Board authorized a contract with Mehta Mechanic Construction, Inc. for the construction of Montebello Hills Pump Station: Motion: Negrete / Second: Garza – 4 Yes (Chacon, Gualtieri, Negrete, Garza). 2 No (Camacho-Rodriguez, Vasquez-Wilson).

On August 21, 2023, the Board authorized a contract with Ninyo and Moore for special inspection and material: Motion: Gualtieri / Second: Crawford – 5 Yes (Chacon, Gualtieri, Garza, Bekele, Crawford). 2 No (Camacho-Rodriguez, Vasquez-Wilson).

On June 28, 2021, the Board authorized a task order for Recycled Water Customer Conversion Project for Disadvantaged Communities. Motion: Hawkins / Second: Chacon – 5 Yes (Apodaca, Hawkins, Heredia, Negrete, Chacon). 1 No (Vasquez-Wilson). 1 Absent (Gualtieri). 1 Did Not Participate (Camacho-Rodriguez).

On March 28, 2023, the Board authorized a contract with Valued Engineering, Inc. for the design of the two new sites in Lakewood for the Prop 1: RW Customer Conversions for Disadvantaged Communities: Motion: Garza / Second: Gualtieri – 5 Yes (Chacon, Gualtieri, Garza, Bekele, Crawford). 2 No (Camacho-Rodriguez, Vasquez-Wilson).

On May 24, 2021, the Board authorized approval of Resolution No. 4-21-1014 for the sale of the main office building located at 6252 Telegraph Road: Motion: Hawkins / Second: Apodoca – 5 Yes (Apodaca, Hawkins, Gualtieri, Negrete, Chacon). 2 No (Camacho-Rodriguez, Vasquez-Wilson). 1 Absent (Heredia).

SUMMARY:

Central Basin Municipal Water District (District) operates and maintains approximately 90 miles of recycled water pipeline within its service area through the County Sanitation Districts of Los Angeles County ("LACSD"). The District is allocated 10,500 acre-feet per year (AFY) recycled water allocated by LACSD and the District has projected 5,625 AF for fiscal year 2023-24.

The cost of recycled water from LACSD to the District is not a fixed cost, but rather a unit price calculation per Section 9.3 of the Recycled Water Agreement with LACSD. Following the Transition Period, the annual unit price of recycled water for each fiscal year will follow the Shared Savings Price Plan and is equal to the greater of 30% O&M costs of the Sanitation District's System or Shared Savings, but not to exceed 100% O&M.

The chart below breaks down the recycled water cost per fiscal year that the District expensed from LACSD.

Fiscal Year	Recycled Water Cost/Unit	Fiscal Year Total Cost
2018-2019	$132.09/AF	$503,474.24
2019-2020	$127.18/AF	$460,200.83
2020-2021	$143.79/AF	$446,180.37
2021-2022	$150.03/AF	$497,349.45
2022-2023	$142.53/AF	$416,686.46

The District's Capital Improvement Projects Plan seeks to expand the existing recycled water distribution system. New recycled water projects will be identified and brought to the Board once engineering and business have evaluated the viability and projected production benefits. Changes in water supply, funding programs, and new water regulations are monitored by staff and will be brought to the board accordingly.

Large Capital Expansion Projects

Rio Hondo Pump Station Rehabilitation: Phase 1

The District is rehabilitating and upgrading the District's aging RHPS located in the City of Pico Rivera. The RHPS was constructed in 1993 as one of the first, and largest, recycled water pump stations for the District. Previous improvements to the RHPS were planned in 2010 with upgrades and modifications made in 2012. Much of the existing equipment at the RHPS, including two (2) of the three (3) service pumps, are the original equipment installed in 1993. The scope of work for this project includes an enhanced assessment of the entire RHPS to determine what improvements are needed/prudent at this time. The District's general objectives for this phased project are to be completed in three (3) Phases:

The District in 2019 hired Hazen and Sawyer, the Consultant to perform and prepare a Preliminary Design Report and Conditions Assessment of RHPS. The included evaluating the condition of the RHPS and all its various subsystem components; tabulate the components

and their conditions; determine what improvements are needed and developing a phasing plan for the recommended improvements based on the identified priorities, costs, and economies due to packaging of multiple related improvements or other factors currently being developed under related expansion projects. The Preliminary Design Report and Conditions Assessment of RHPS was completed and submitted on November 2019 at a cost of $91,515.

Phase 1 Improvements –

1. Replace Level Transmitter No. 2 (Two level transmitters)
2. Replace Flow Control Valve Local Control Panel
3. Replace Chlorine Analyzer (Two Chlorine Analyzers)
4. Replace Pressure Switch
5. Replace Pressure Sensors
6. Replace PLC Cabinet
7. Replace Pressure Gauge
8. Replace 14-inch Discharge Valve for Recycled Water
9. Replace 24-inch Check Valves for Pump Nos. 110, 120 and 130 (3 valves)
10. Replace 18-inch Butterfly Valve
11. Replace 18-inch Limitorque Operator
12. Replace Air Compressor and Air Compressor Receiver Tank
13. Replace Submersible Sump Pump
14. Skid Mounted Self-Contained Sodium Hypochlorite Station
15. SCADA Upgrades for Rio Hondo Pump Station, Hollydale Pump Station, Pressure Reducing Station in Santa Fe Springs and Cerritos Pump Station.

In July 2022, the Board authorized a contract with RT Construction for the Rio Hondo Pump Station rehabilitation Project: Phase 1 for a $2,866,421. Construction management was board authorized in September 2022 to Cumming, Inc. for an amount of $275,400.

Phase 1 is expected to be completed by June 2024. **Exhibit "A**" reflects the RHPS Rehabilitation Phase 1 schedule in detail.

District staff is preparing a request for proposal for RHPS Phase 2 to initiate the process for awarding a contract to mitigate delays in the project as equipment lead time is estimated to be 50-60 weeks.

Phase 2 cost will be approximately $2,000,000 to $2,100,000. The scope of work for Phase 2 includes:

1. Replace the Variable Frequency Drive (VFD) for Recycled Water Pump No. 110 and 120.
2. Replace Pump Room Ventilation.
3. Replace Recirculation Line Flow Meter
4. Repair or replace the roof.

<u>Montebello Hills Recycled Water Pump Station</u>

Central Basin, Toll Brothers, Inc. (a publicly traded homebuilding company), the City of Montebello, and the San Gabriel Valley Water Company are involved in a pipeline project and pump station project to bring recycled water supply for grading, construction, and permanent irrigation into the northern area of the City of Montebello. Toll Brothers, Inc. has started developing a 488-acre residential community in the City of Montebello with approximately 1,200 units.

The 16-inch recycled water has been completed and started supplying recycled water to the project in December 2020. The 2,600 linear foot pipeline was extended from the District's existing distribution system within Lincoln Avenue and head north within Montebello Boulevard to the project area. The total permanent irrigated area within the Montebello Hills Site will use approximately 240 AF per year for a proposed park, landscaped slopes, recreation facilities, greenbelts and parkways.

Toll Brothers contracted West Yost to design the recycled water pipelines (internal to the Montebello Hills site) and pump station. Central Basin is proposing that the District cover the recycled water supply pipeline environmental compliance and construction costs, and Toll Brothers cover all costs for the onsite piping and pump station. The pump station designs are completed. The District's Board of Directors approved a contract with Mehta Mechanical Company Inc. in January 2023 for an amount of $2,754,000 and a task order with Cumming for construction management for an amount of $262,790 in October 2022.

In July 2023, the District Board of Directors approved a contract with Ninyo and Moore for special inspection and material testing for an amount not-to-exceed $72,380. The geotechnical testing has been completed, geotechnical consultant recommendations implemented for over excavation and compaction and underground construction of the pump station has proceeded in order to complete outside construction by February 15, 2024 due to environmental requirement. The longest lead time item is expected to be delivered in May 2024 and Montebello Hills Pump Station is expected to be completed by September 2024. **Exhibit "B**" reflects the MHPS schedule in detail.

The expenditure of the pump station is estimated at $3,250,000 based on engineer's cost estimate in 2020. Central Basin will pay any costs over the $1,000,000 contributed by Toll Brothers for the pump station. The rate of return – which is calculated by diving the revenue per year (# of AFY multiplied by CBMWD recycled water rate $790*) by the total estimated project cost – is estimated to be 11 years.

Prop 1: RW Customer Conversions for Disadvantaged Communities

The project would install approximately 4,000 linear feet of recycled water pipeline to supply approximately 110 acre-feet per year of Title 22 recycled water to seven (7) disadvantaged community-based irrigation customers. Technical services, pipelines, service connections, and recycled water customer site retrofits and conversions will be bundled into one program to support Disadvantaged Communities (DAC).

At the June 2021 regular board meeting the Board authorized the Recycled Water Customer Conversion Project for Disadvantaged Communities, which included nine (9) sites within the

District's service area. Table 1 shows the initial sites chosen for conversion and the forecasted water demands.

Table 1 – Original Prop 1 Customers and Forecasted Demands

Site Name	Forecasted AFY
1. Bellflower City Hall	5.06
2. Bell High School	16.16
3. Carmela Elementary School	6.66
4. Manuel Dominguez High School	22.70
5. Mayberry Park	30.90
6. Maywood Academy High School	3.82
7. San Antonio Elementary School	2.05
8. Tanner Elementary School	3.87
9. Tweedy Elementary School	2.03
Total:	93.25

After coordinating with the water retailers, school districts, and end-use customer, the District was required to eliminate four (4) of the original (9) sites due to lost interest or conflicting roadway re-pavement 5-year moratorium issues that would increase the cost of installation of the recycled water pipeline. These four sites are Carmela Elementary School, Manual Dominguez High School, Bell High School, and Mayberry Park. The design of the remaining five are complete.

In August 2022, the four sites were replaced with two new sites in the city of Lakewood. The replacement sites will contribute an additional 105 AFY of irrigation water demands which will satisfy the 110 goal set forth in the IRWMP grant requirements.

Table 2 shows the approved replacement sites with forecasted water demand.

Table 2 – Replacement Sites

Site Name	Forecasted AFY
1. Bloomfield Park	70
2. Fedde Middle School	35
Total:	105

On March 28, 2023, the Board authorized a contract with Valued Engineering, Inc. for the design of the two new sites in Lakewood for the Prop 1: RW Customer Conversions for Disadvantaged Communities. Valued Engineering submitted the 60% plans, specification, and cost estimate for review mid-February. Staff estimate the drawings to be finalized May 2024.

This project will require District staff to submit a Title 22 Engineering Report to the State Water Resources Control Board Division of Drinking Water (DDW) and Los Angeles County Sanitations District (LACSD) for their review and approval.

The estimated projected completion for this project is January 2025. **Exhibit "C**" reflects the Prop 1 schedule in detail.

Costs for all project components are estimated to be about $2,300,000. Central Basin will pay any costs over the $1,550,000 for project infrastructure was awarded a grant through the Department of Water Resources Proposition 1 Integrated Regional Water Management Plan. Central Basin will be seeking funding from Metropolitan Water District's SoCal Water$mart On-Site Retrofit Program which provides incentives of $195 per acre-foot for ten years which based on the projected 110 AFY would contribute approximately $214,500 of grant funding.

The projected rate of return is calculated by dividing the revenue per year (# of AFY multiplied by CBMWD recycled water rate $790/AFY) by the total estimated project cost for the remaining $535,000 not covered by grants is estimated to be 6 years.

District Headquarter Building

On May 24, 2024, the Board authorized approval of Resolution No. 4-21-1014 for the sale of the main office building located at 6252 Telegraph Road. The building was sold for $6.2M on January 6, 2022. The net proceeds of $5.6M were invested in our UBS and LACPIF accounts. The Real Estate Committee found a building located at 6801 East Washington Boulevard and the CBMWD Board approved the purchase of the building for $2.8M on August 9, 2022. The new building requires a significant number of repairs and upgrades. District staff are waiting for Board direction on proceeding with the building renovations or seeking a new building.

In the meantime, as directed by District Board of Directors, District staff are exploring cost for temporary modulars for staff to report to work in-person as well as storage for files and equipment that was previously stored in the basement.

Recycled Water Service Connections

Additional Connections

The District has received eleven (11) additional requests for recycled water connections for medians, parks, and an industrial site. These sites include:

	Site Name	Forecasted AFY	Anticipated Completion
1.	World Energy (formally AltAir)	2,240	Summer 2026
2.	Aspire Homes	3	Winter 2024
3.	City of Paramount West Santa Ana Branch Bikeway	3	Winter 2024
4.	City of South Gate Medians	0.7	Fall 2024
5.	City of Pico Rivera Regional Bikeway	0.6	Winter 2024
6.	Greenstone Ave Industrial in the City of Santa Fe Springs	1	Summer 2024

7.	Greenstone Ave Rexford Industrial	0.4	Summer 2024
8.	Heritage Park Pond	0.5	TBD
9.	Norwalk Transit Village Redevelopment	2	TBD
10.	Omega GW Containment	0.5	TBD
11.	Top Golf	3.7	Winter 2024

These recycled water customers are adjacent to the main recycled water pipeline and only require a service lateral to connect. The owners of the sites are responsible for on-site costs while the District is responsible for off-site costs. The customers hire their own contractors and construction management for these projects. District staff are involved in overseeing the hot-taping, inspecting the on-site recycled water pipeline installation for proper identification and tagging, and conducting a cross-connection test with the Los Angeles County Department of Public Health before final connection.

The recycled water customers do not require a contract per the Mandatory Use Ordinance, which enforces that recycled water pipeline that is installed at a customer's site is required to be taken as long as the recycled water is economically viable and meets water quality standards.

PROCUREMENT PROCESS:

On-call construction management services with Cumming, Inc. for the Montebello Hills Pump Station and Rio Hondo Pump Station Upgrades were approved in September 2022. Procurement for the design consultants Valued Engineering for Prop 1 project was Board approved in March 2023. The District went through formal procurement processes for the construction contracts.

FISCAL IMPACTS:

Funds for the Rio Hondo Pump Station Phase 1 Upgrades, Montebello Hills Pump Station, Prop 1: RW Expansion for DAC, and additional 11 connection projects above have been included in the FY 2023-2024 Budget for a total capital budget of $4,985,000.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

PROJECT BENEFITS:

The recycled water demand from the three (3) CIP projects and additional 11 recycled water connections is estimated to be 2,605 AFY. The District expects the additional recycled water demand to generate $2 M in revenue annually based on the District's recycled water rate of $790.

COMMITTEE STATUS:

This item will be reviewed by the Engineering & Operations Committee on February 14, 2024.

RECOMMENDED MOTION:

This item is for information and discussion only.

GENERAL COUNSEL REVIEW:
EXHIBITS:

Exhibit “A” – RHPS Schedule
Exhibit “B” – MHPS Schedule
Exhibit “C” – Prop 1: RW Customer Conversion for DAC Schedule

Central Basin
Municipal Water District

CIP AND RECYCLED WATER PROGRAM UPDATE

March 2024

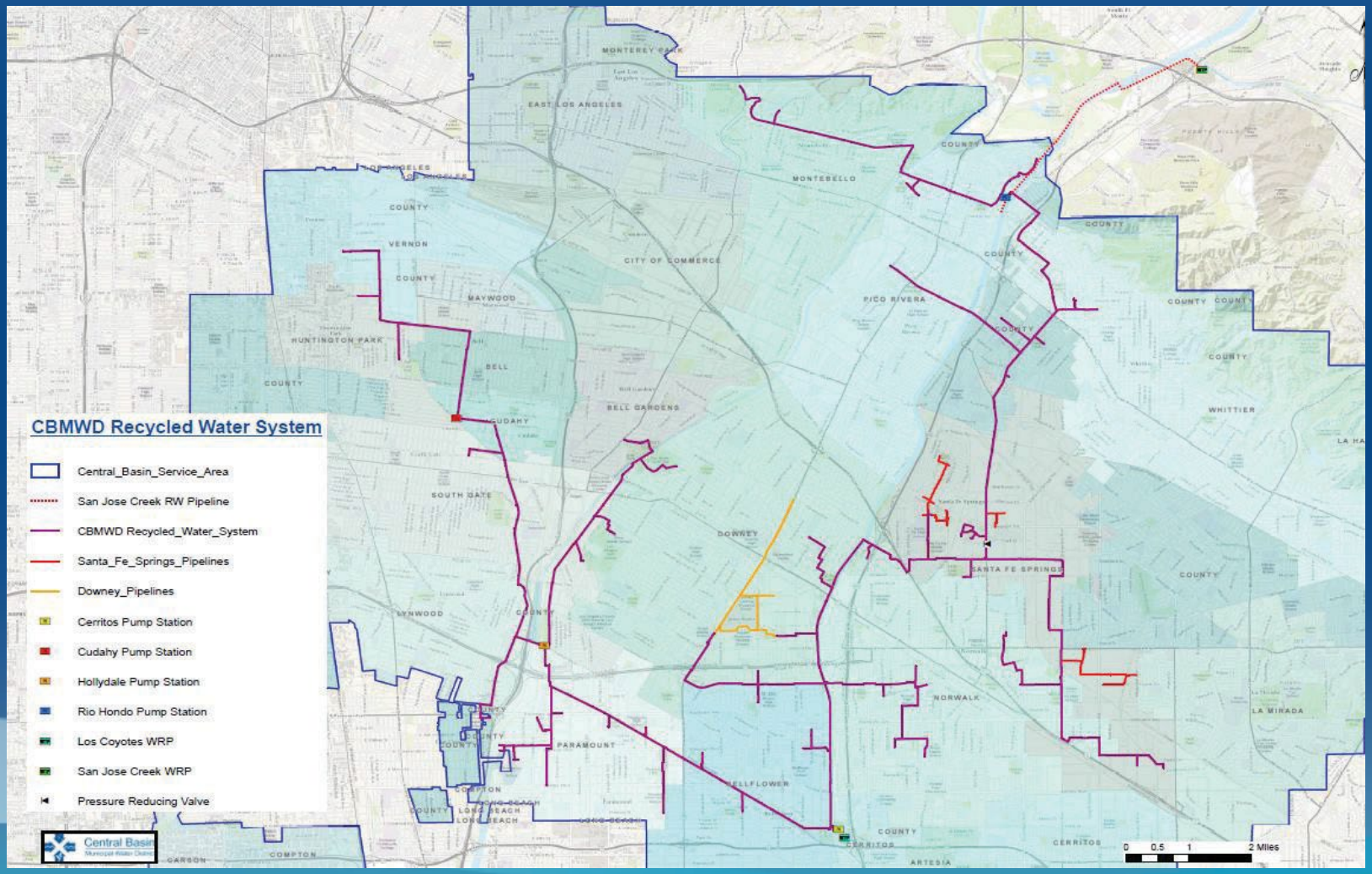
Central Basin
Municipal Water District

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- CBMWD Recycled Water System
- Recycled Water Allocation and Production
- Capital Improvement Projects
  - Rio Hondo Pump Station Rehabilitation: Phase 1
  - Montebello Hills Recycled Water Pump Station
  - Prop 1: RW Conversion for Disadvantaged Communities
  - CBMWD Headquarters Building
- Additional Recycled Water Connections
  - New Recycled Water Project
  - Recycled Water Projects in Design/Planning
  - Recycled Water Projects under Construction

Central Basin
Municipal Water District

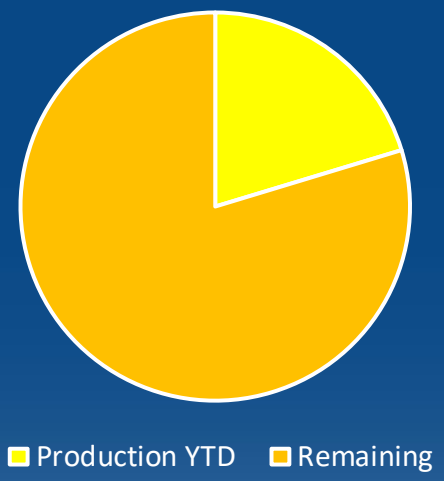
CBMWD Recycled Water System

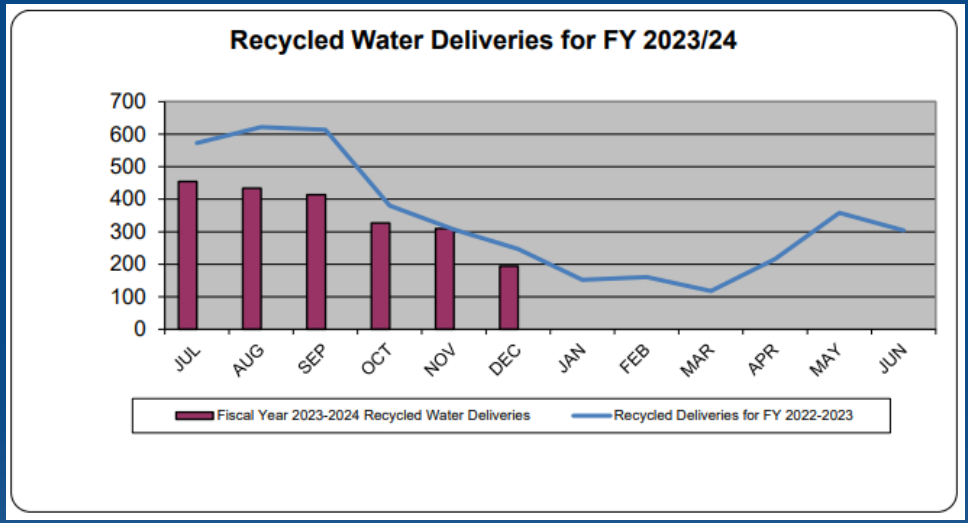


Central Basin
Municipal Water District

FY2023-24 Recycled Water Allocation and Production

Recycled Water Production Fiscal YTD

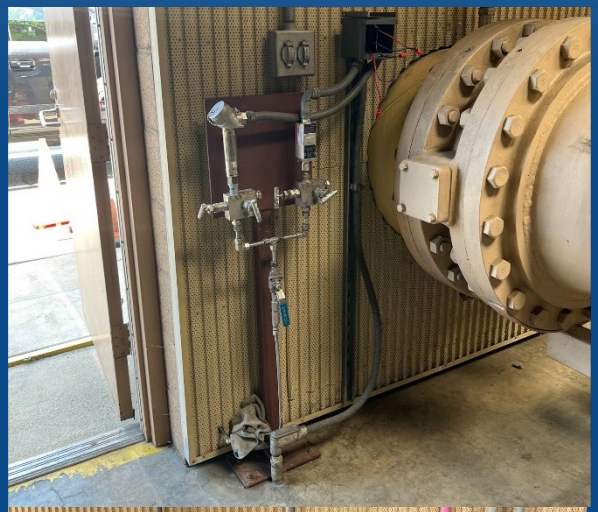




CBMWD projected 5,625 AF for FY 23-24

Central Basin
Municipal Water District

Rio Hondo Pump Station Rehabilitation: Phase 1





Work Completed

- Replace Level Transmitter No. 2 (Two level transmitters)
- Replace Pressure Switch
- Replace Pressure Sensors
- Replace Pressure Gauge
- Installation of Chlorine Analyzer

In Progress

- Skid Mounted Self-Contained Sodium Hypochlorite Station
- Replace Chlorine Analyzer (Two Chlorine Analyzers)
- Cellular service in preparation of SCADA Upgrades
- Hypochlorite tank leak repair

Work Remaining

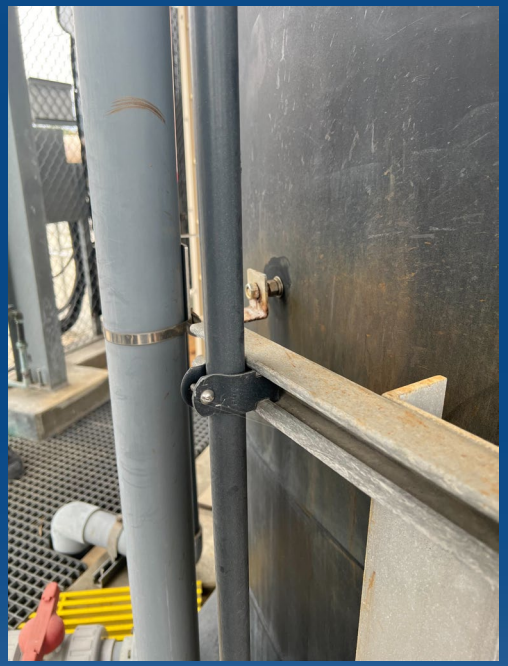
- Replace Flow Control Valve Local Control Panel
- Replace 14-inch Discharge Valve for Recycled Water
- Replace 24-inch Check Valves for Pump Nos. 110, 120 and 130 (3 valves)
- Replace Air Compressor and Air Compressor Receiver Tank
- Replace 18-inch Limitorque Operator
- Replace Submersible Sump Pump
- SCADA Upgrades

- Phase 1 of 3 with Phase 1 construction anticipated to be completed by June 2024

Central Basin
Municipal Water District

Rio Hondo Pump Station Rehabilitation: Phase 1







Central Basin
Municipal Water District

Montebello Hills Recycled Water Pump Station

- Toll Brothers 488-acre residential community in City of Montebello
- Site utilizing approximately 110AFY currently for dust control and in the future approximately 240 AFY
- Toll Brothers contributing $1,000,000

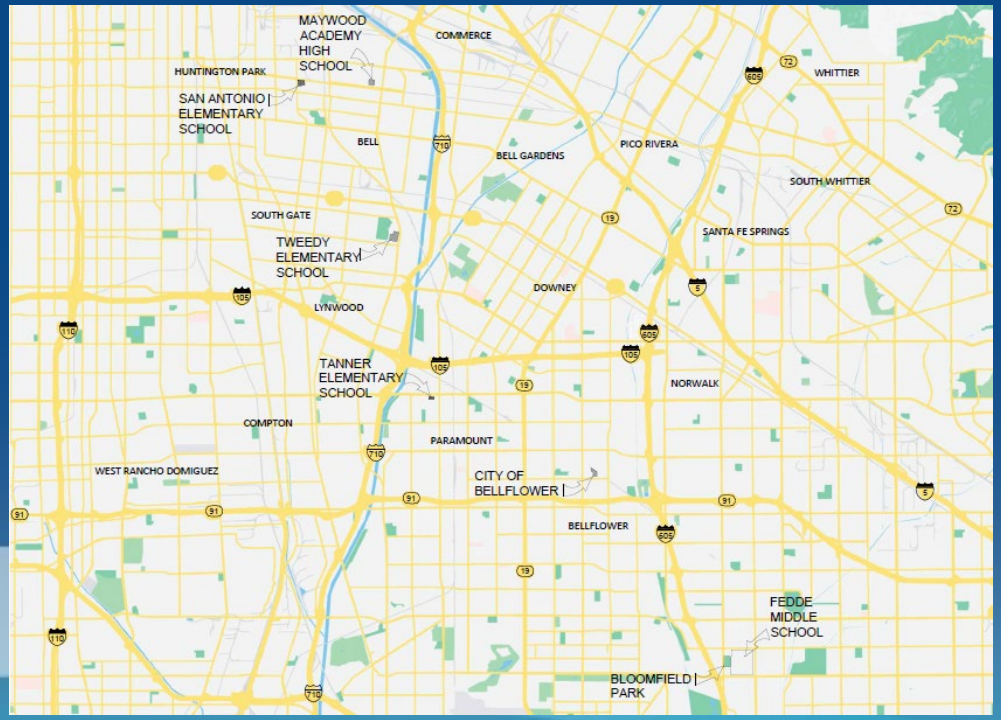


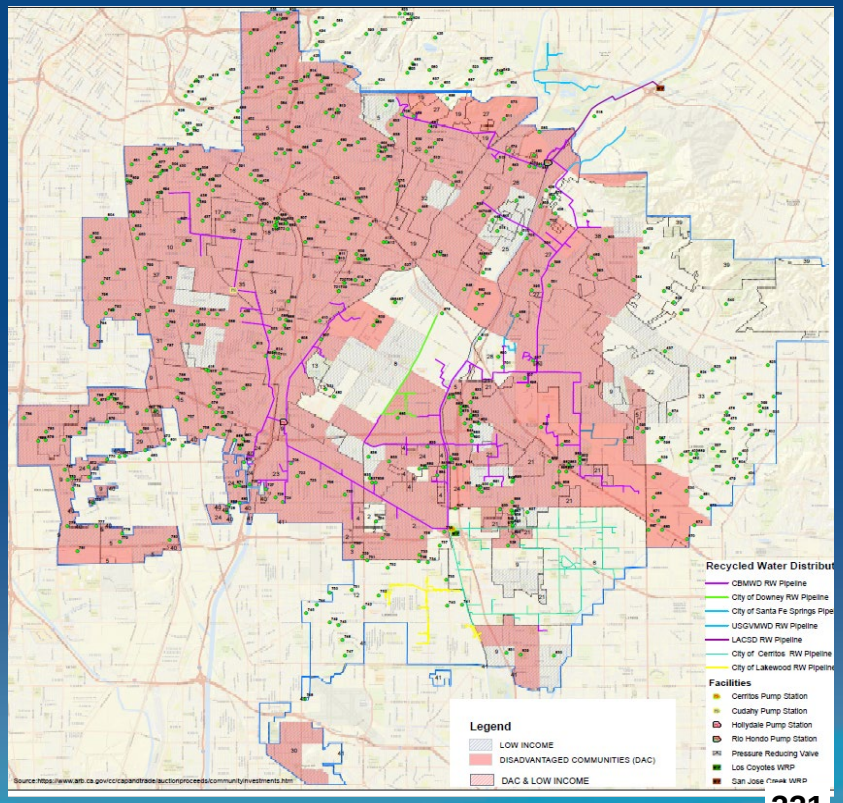


Central Basin
Municipal Water District

Proposition 1 Recycled Water Expansion Project in DAC

- Seven (7) public sites with disadvantaged communities irrigation demand over 110 AFY in the Cities of Bellflower, Huntington Park, Lakewood, Paramount, and South Gate.
- $1.55 million in grant funding via the Department of Water Resources Proposition 1.
- Required to submit a Title 22 Engineering Report to the Department of Drinking Water as LACSD requirements have changed.
- Project anticipated to be completed in January 2025.





Central Basin
Municipal Water District

District Headquarters Building

6801 East Washington Boulevard
Commerce, CA. 90040



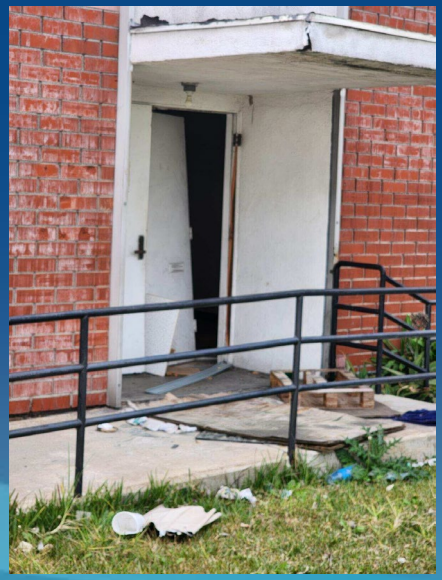


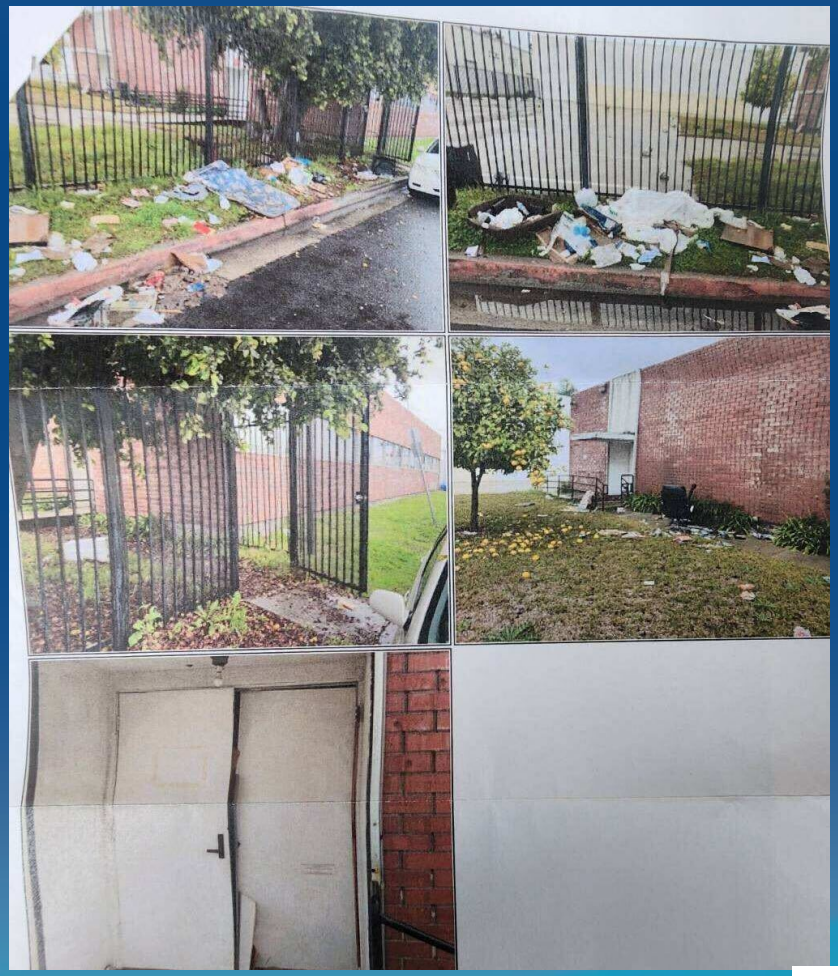
Central Basin
Municipal Water District

District Headquarters Building Violation Update

- Violation on February 20, 2024 from the City of Commerce
- Contacted Victor Largo Construction Feb. 29, 2024 for fence, door, and window repair
- Police evicted homeless on Mar. 4, 2024
- Proposal amount $9,100 total for fence, window, and door







Central Basin
Municipal Water District

New Recycled Water Projects

Customer Site	Water Retailer	Demand (AFY)	Anticipated connection
Norwalk Transit Village Redevelopment	Golden State Water Company	2	TBD
Omega GW Containment Project	Santa Fe Springs, City of	0.5	TBD
Heritage Park Pond	Santa Fe Springs, City of	0.5	TBD

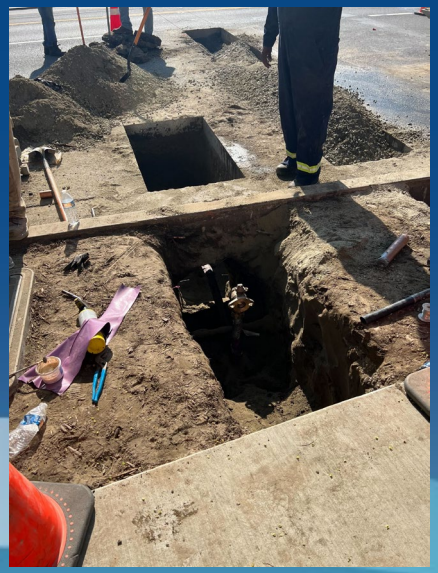
Recycled Water Projects in Design/Planning

Customer Site	Water Retailer	Demand (AFY)	Anticipated connection
World Energy (formally AltAir)	Paramount, City of	2,240	Summer 2026
City of Paramount Medians	Paramount, City of	3	Winter 2024

Central Basin
Municipal Water District

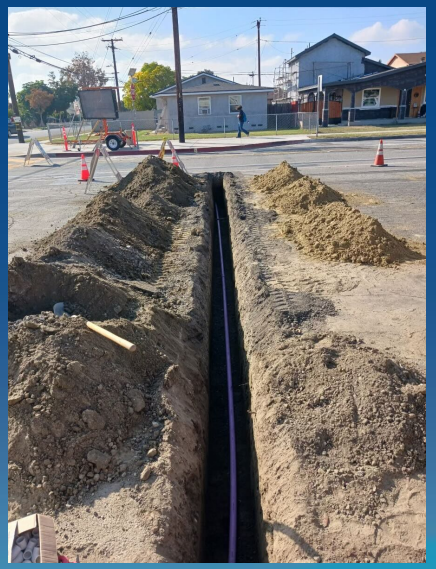
Recycled Water Projects under Construction

Customer Site	Water Retailer	Demand (AFY)	Anticipated connection
Aspire Homes	Santa Fe Springs, City of	3.0	Winter 2024
City of Pico Rivera Bikeway Project	Pico Rivera, City of	0.6	Winter 2024
City of South Gate Medians	South Gate, City of	0.7	Fall 2024
Greenstone Industrial (Irrigation)	Santa Fe Springs, City of	1	Spring 2024
Rexford Industrial Greenstone (Irrigation)	Santa Fe Springs, City of	0.4	Summer 2024
TopGolf	Montebello, City of	3.7	Summer 2024









Central Basin
Municipal Water District

Questions?

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

CLOSED SESSION

Conference with Legal Counsel-Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9), Leticia Vasquez-Wilson v. Central Basin Municipal Water District, et al. (Case No. 22STCV19770)

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

CLOSED SESSION

Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6
District Representative: Victor Ponto, General Counsel
Represented Employee: Interim General Manager

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

CLOSED SESSION

Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9), Kevin Hunt v. Central Basin Municipal Water District (Case No. 20STCV0512)

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

CLOSED SESSION

Conference with Legal Counsel – Potential/Anticipated Litigation Paragraph (1) of subdivision (e) of Section 54956.9: 2 Matters

Central Basin Municipal Water District

MARCH 25, 2024 - Board of Directors
Submitted By: Elizabeth Brizuela

PROCEDURAL

Adjourn Regular Board Meeting of March 25, 2024