BOARD OF DIRECTORS SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT REGULAR MEETING 1402 N. VOSBURG DR. AZUSA, CA 91702 MONDAY, SEPTEMBER 11, 2023 8:00 AM – 10:00 AM (PDT)

This meeting will be held in person at the District office, located at 1402 North Vosburg Drive, Azusa, California. While the Boardroom is open for public attendance, you are strongly encouraged to participate in the meeting virtually through the remote Zoom link provided below. If you attend the Board meeting in person, please maintain appropriate social distancing to the extent feasible (i.e., maintain a six-foot distance between yourself and other individuals). Face coverings are encouraged but not required for attendees. Lastly, if you are experiencing any COVID-19 symptoms, including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting or diarrhea, please do not attend the meeting in person.

Join Zoom Meeting

 $\frac{https://us02web.zoom.us/j/89013306120?pwd=SUZJRzFFSDRXUVVTY0NhOXQ0c1l6QT}{09}$

Meeting ID: 890 1330 6120
Passcode: 512838
Dial by your location
+1 669 444 9171 US

PLEDGE OF ALLEGIANCE

ROLL CALL: Eng, Knoles, Paulson, Placido, Prince

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

UPDATES FROM CITY REPRESENTATIVES

CONSENT CALENDAR: The following matters are expected to be routine and will be acted upon by a single motion with little discussion unless any Director or citizen requests a separate action:

Minutes of the Regular Board Meeting of August 14, 2023

Minutes of the Special Board Meeting of August 28, 2023

Financial Statements of August 2023

Disbursements of the Revolving Fund Dated August 24, 2023, Check Nos. 12351 - 12356, EFTs and Wires

Disbursements of the Revolving Fund Dated September 07, 2023, Check Nos. 12357 – 12363, EFT, and Wires

Disbursements of the Revolving Fund Dated September 11, 2023, Check Nos. 12364 – 12367, EFT, and Wires

Disbursements of the General Fund Dated August 16 - 31, 2023, Check Nos. 43871 – 43896, and EFTs

Disbursements of the General Fund Dated September 1 - 11, 2023, Check Nos. 43897 – 43930, and EFTs

Future Meeting Attendance Approval: 2023 Luncheon Leadership Series – Sept. 14, Baldwin Park, CA

ACTION ITEMS

- 1. Approve Annual Report
- 2. Approve Cost Share for State Water Contractor Class 8 Water Management Analysis By Provost & Pritchard

INFORMATION ITEMS

External Affairs Update

UNFINISHED BUSINESS

- 1. Report on Basin Management
- 2. Report of WQA
- 3. Report of the Attorney
- 4. Report of General Manager/Assistant Manager
- 5. Report of the State Water Contractors

COMMITTEE MEETING REPORTS

DIRECTOR REPORTS ON EVENTS ATTENDED

DIRECTORS COMMENTS

ADJOURNMENT

MINUTES BOARD OF DIRECTORS SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING 1402 N. VOSBURG DR. AZUSA, CA 91702 MONDAY, AUGUST 14, 2023 8:00 A.M.

At 8:00 a.m. on August 14, 2023, the Board of Directors meeting was held in person at the District office, located at 1402 North Vosburg Drive, Azusa, California. While the Boardroom was open for public attendance, the District strongly encouraged attendees wanting to attend the meeting to participate in the meeting virtually through the remote Zoom link provided below. Attendees in person were asked to please maintain appropriate social distancing to the extent feasible (i.e., maintain a six-foot distance between yourself and other individuals). Face coverings were encouraged but not required for attendees.

 $\frac{https://us02web.zoom.us/j/89013306120?pwd=SUZJRzFFSDRXUVVTY0NhOXQ0c1l6QT0}{9}$

Meeting ID: 890 1330 6120
Passcode: 512838
Dial by your location
+1 669 444 9171 US

PLEDGE OF ALLEGIANCE

CALL TO ORDER:

President Paulson called the meeting to order at 8:00 a.m.

ROLL CALL:

Directors present at Roll Call: Eng, Knoles, Paulson, Prince (Arrived at the meeting at 8:24 a.m.)

ALSO PRESENT:

Darin Kasamoto, General Manager; Steve Kiggins, Assistant General Manager; Linda Esquivel, Executive Assistant; Evelyn Reyes, External Affairs Manager; Albert Lu, External Affairs Specialist; Jim Ciampa, Lagerlof LLP; Dave DePinto, DMCI;

Via telephone/Zoom: Kelly Gardner, Main San Gabriel Basin Watermaster; Melissa Barbosa, City of Azusa; Dennis Ahlen, City of Alhambra; Director Steve Placido

PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

UPDATES FROM THE CITY REPRESENTATIVE

None

CONSENT CALENDAR:

Minutes of the Regular Board Meeting of July 10, 2023 Financial Statements for July 2023 Treasurer's Investment Report Dated June 30, 2023 Disbursements of the Revolving Fund Dated: July 13, 2023, Check Nos. 12328 – 12333, EFT, and Wires in the amount of \$61,569.42 July 27, 2023, Check Nos. 12334 – 12339, EFT, and Wires in the amount of \$61,775.11 August 10, 2023, Check Nos. 12340 – 12346, EFTs, and Wires in the amount of \$58,676.05 August 14, 2023 Check Nos. 12347 – 12350, Wires in the amount of \$5,889.90

Disbursements of the General Fund Dated:

July 12 - 24, 2023. Check Nos. 43795 – 43821, and EFTs in the amount of \$1,952,781,13 August 2 – 14, 2023, Check Nos. 43822 – 43870, and EFTs in the amount of \$801,171.23 July 5 – 10, 2023, Check Nos. 43761 – 43794, in the amount of \$713,980.67

Future Meeting Attendance Approval: None

On the motion of Director Eng, seconded by Director Knoles, and unanimously carried 3-0, the Consent Calendar was approved.

ACTION AGENDA ITEM

RESOLUTION NO. 08-2023-826 AMENDING ADMINISTRATIVE CODE

The General Manager reported that at the July Board Meeting, the Board approved an action to amend the Administrative Code to allow for the use of the Dental/Vision allowance to also be used for unreimbursed medical costs. He stated a resolution is required when an amendment is made to the District Administrative Code.

On motion of Director Knoles, seconded by Director Eng, and unanimously carried 3-0, RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AMENDING DISTRICT ADMINISTRATIVE CODE, Resolution No. 08-2023-826 was approved.

Approved by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on August 14, 2023, by the following roll call vote:

Ayes:

Eng, Knoles, Paulson

Noes:

None

Absent: Placido, Prince

Abstain: None

RESOLUTION NO. 08-2023-827 ADOPTING PROPERTY TAX RATE

On motion of Director Eng, seconded by Director Knoles, and unanimously carried 3-0, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT DETERMINING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAXATION FOR PAYMENT OF GENERAL OBLIGATION BONDS AND OTHER VOTER APPROVED INDEBTEDNESS FOR THE FISCAL YEAR 2023-2024 AND FIXING THE RATE OF TAX LEVIED (TAX CODE AREA 367.05 THROUGH 367.12), Resolution No. 08-2023-827 was approved.

Approved by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on August 14, 2023, by the following roll call vote:

Ayes:

Eng, Knoles, Paulson

Noes:

None

Absent: Placido, Prince

Abstain: None

SAN GABRIEL FLOW CONTROL STRUCTURE 30" BALL VALVE REPLACEMENT PROJECT

The Assistant General Manager reported this project will replace the leaking 30" isolation ball valve at the San Gabriel Flow Control Structure. Out of four contractors that were present for a mandatory field meeting, only two bids were received. Civiltec Engineering Inc. recommended the District award the contract for that project to the lowest responsive bidder, R. C. Foster Corporation.

On motion of Director Knoles, seconded by Director Eng, and unanimously carried 3-0, the bid from R. C. Foster Corporation at the not to exceed the amount of \$228,000 for the work to replace the 30" ball valve at the San Gabriel Flow Control Structure was approved.

NEED FOR SPECIAL BOARD MEETING

The Assistant General Manager reported the District will need to award a construction contract prior to the September Regular Board Meeting date. It is important the contract be awarded in a timely fashion so there is minimal downtime in order to allow the District to deliver its 2023 SWP allocation. The meeting can take place virtually if participants list their locations on the agenda, post the agendas at their respective remote locations and those locations are accessible to the public.

President Paulson opted to wait for Director Prince's arrival at the Board Meeting to vote on this Agenda Action Item. (Director Prince arrived at 8:24 a.m. during the Report of the Basin Management and after the Report of the Attorney, the Board voted to call for and set the special board meeting)

On motion of Director Eng, seconded by Director Knoles, and unanimously carried 4 - 0, a Special Board Meeting is tentatively scheduled for August 21, 2023, at 8:00 a.m.

INFORMATION ITEMS

EXTERNAL AFFAIRS

External Affairs Report in Agenda Packet.

Ms. Reyes reported that the Annual Report should be complete and ready to be presented at the September Board Meeting.

External Affairs is in the process of sending information to the member cities about the rebate program being administered in-house and, on the Irrigation Direct Install Program.

Different ads in the member city communities are being run to promote our rebate programs.

Water conservation placemats have been ordered and have been distributed to various Asian restaurants in the cities of Alhambra and Monterey Park.

UNFINISHED BUSINESS

REPORT ON BASIN MANAGEMENT

The Assistant General Manager reported at a Groundwater Replenishment Coordinating Group Meeting they provided a chart of the key wells and that the Central Basin Montebello Key Well had the same trend as the Baldwin Park Key Well. He also reported that L. A. County suspended USGVMD 200 cfs deliveries during the recent Morris Dam release.

DIRECTOR PRINCE ARRIVED AT 8:24 A.M.

REPORT OF WQA

No meeting.

Director Paulson reported a meeting with Congresswoman Napolitano who is retiring at the end of her term was held and she stated that she will continue to support WQA until the end of her term.

REPORT OF THE ATTORNEY

Legal Counsel Ciampa reported the legislature is back from summer recess and will be busy with final consideration of bills.

REPORT OF THE GENERAL MANAGER/ASSISTANT GENERAL MANAGER

The General Manager's written report is in the Agenda Packet.

The General Manager gave a brief report on the Baldwin Park Key Well and the meeting he had with the Metropolitan Water District regarding the potential use of the District's pipeline.

The Assistant General Manager's written report is in the Agenda Packet.

The Assistant General Manager reported on the Hydroelectric Facility 24" Butterfly Valve replacement and on the Hydro Power Production. The August 2023 water delivery is currently restricted by DWR to 32 CFS due to capacity constraints on the East Branch Aqueduct. The District deliveries will be maximized to the extent L. A. County and DWR capacities allow.

REPORT OF THE STATE WATER CONTRACTORS

The General Manager's written report is in the Agenda Packet.

COMMITTEE MEETING REPORTS

None.

DIRECTOR REPORTS ON EVENTS ATTENDED

None.

DIRECTOR COMMENTS

None.

CLOSED SESSION AT 8:37 A.M.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

One Case – Claim of Cari McCormick

PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Government Code Section 54957:

Position: General Manager

OPEN SESSION at 9:13 A.M.

CLOSED SESSION REPORT

Legal counsel reported the Board unanimously voted to reject the claim presented and directed counsel to provide a notice of rejection to the claimant's attorney.

Legal counsel also reported a positive performance evaluation for the General Manager.

ADJOURNED at 9:15 A.M.

There being no further business, upon motion made, seconded, and carried unanimously, t	he
meeting was duly adjourned at 9:15 a.m. The next Regular Board Meeting of the San Gabri	iel
Valley Municipal Water District will be on September 11, 2023, at 8:00 a.m.	

	President	
ATTEST:		
Secretary		

MINUTES BOARD OF DIRECTORS

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

SPECIAL BOARD MEETING

1402 N. VOSBURG DR. AZUSA, CA 91702 DIRECTO PAULSON: 1129 E. MAIN ST. ALHAMBRA, CA

DIRECTOR ENG: 712 BATAAN PL. MONTEREY PARK, CA DIRECTOR PRINCE: 665 OAK CREST DR. SIERRA MADRE, CA MONDAY, AUGUST 28, 2023

8:00 A.M.

At 8:03 a.m. on August 28, 2023, the Board of Directors meeting was held in person at the District office, located at 1402 North Vosburg Drive, Azusa, California. While the Boardroom was open for public attendance, the District strongly encouraged attendees wanting to attend the meeting to participate in the meeting virtually through the remote Zoom link provided below. Attendees in person were asked to please maintain appropriate social distancing to the extent feasible (i.e., maintain a six-foot distance between yourself and other individuals). Face coverings were encouraged but not required for attendees.

https://us02web.zoom.us/j/89013306120?pwd=SUZJRzFFSDRXUVVTY0NhOXQ0c1I6QT09

Meeting ID: 890 1330 6120
Passcode: 512838
Dial by your location
+1 669 444 9171 US

PLEDGE OF ALLEGIANCE

CALL TO ORDER:

President Paulson called the meeting to order at 8:03 a.m.

ROLL CALL:

Directors present at Roll Call: Eng (via Zoom), Knoles (in person), Paulson (via Zoom), Placido (in person), Prince (via Zoom)

ALSO PRESENT:

Darin Kasamoto, General Manager; Steve Kiggins, Assistant General Manager; Linda Esquivel, Executive Assistant; Jim Ciampa, Lagerlof LLP; Dave DePinto, DMCI;

Via telephone/Zoom: Jim Ciampa, Lagerlof LLP; Dave DePinto, DMCI;

PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

ACTION AGENDA ITEM

DCAP SCH 1 CONTINUITY BONDING AND CORROSION ASSESSMENT VALIDATION PROJECT

The Assistant General Manager reported this project includes the installation of jumper wires at all the non-welded pipeline joints in Schedule 1 in order to achieve the electrical continuity required for the design of a cathodic protection system. The project will also include verification of PICA's 2022 electromagnetic condition assessment results at 4 to 6 locations utilizing ultrasonic probes, pit gauges, and visual inspection equipment. The bidding documents were provided to 5 contractors experienced with working on pipeline and water conveyance-related construction projects. Three of the contractors responded, with one (E.J. Meyer Company), stating their current backlog of work and scheduling constraints would not permit them to perform work in the required timeline. Two bids were received from contractors with each having favorable past work experience with District projects and known regionally as reputable. The bids were as follows:

CP Construction Inc.- \$2,924,000 T.E. Roberts - \$2,031,257

Civiltec Engineering, Inc. recommended T.E. Roberts to the District for selection as the contractor for this project.

On motion of Director Knoles, seconded by Director Placido, and unanimously carried 5-0, the proposal received from T.E. Roberts Inc. not to exceed the amount of \$2,031,257 was awarded and approved.

AMENDMENT NO. 2 TO THE EMPLOYMENT CONTRACT FOR THE GENERAL MANAGER

Legal Counsel Ciampa reported at the last Board Meeting, the Board approved incorporating a salary adjustment in the General Manager's contract. Legal Counsel Ciampa then discovered the contract expired on June 30, 2023. He then prepared the amendment to the contract presented to the Board to extend the General Manager's contract for 2 years, to extend the expiration date to June 30, 2025. That Amendment also includes the General Manager's confirmed annual salary.

On motion of Director Knoles, seconded by Director Placido, and unanimously carried 5-0, The General Manager's Employment Contract Amendment No. 2 was approved.

The General Manager thanked the Board for their continued support and understanding.

ADJOURNED at 8:23 A.M.

There being no further business, upon motion made, seconded, and carried unanimously, the special meeting was duly adjourned at 8:23 a.m. The next Regular Board Meeting of the San Gabriel Valley Municipal Water District's Board of Directors will be on September 11, 2023, at 8:00 a.m.

ATTEST:	President	
Secretary		

San Gabriel Valley Municipal Water District Balance Sheet As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1001 · General Fund Bank of America	2,708,702.28
1005 · Revolving Cash Fund	185,166.91
1008 · Petty Cash	442.00
1009 · LAIF	17,951,762.73
1009.01 · LAIF FMV Adjustment	-315,660.03
1011 · UBS Resource Management Account	·
1012 · Cash with Broker	16,048.38
1013 · Certificates of Deposit	9,702,491.21
Total 1011 · UBS Resource Management Account	9,718,539.59
1014 · UBS Accrued Interest	-44,633.18
Total Checking/Savings	30,204,320.30
Accounts Receivable	
1603 · Accounts Receivable	2,590.02
Total Accounts Receivable	2,590.02
Other Oromant Assets	
Other Current Assets	2.24
1605 · Taxes Receivable	-0.34
1606 · Interest Receivable	44,633.18
1620 · Prepaid Expenses	238,109.87
1660 · Water Inventory	1,909,402.24
Total Other Current Assets	2,192,144.95
Total Current Assets	32,399,055.27
Fixed Assets	
1924.2 · Accum Depr Hydro Elect San D	20,674.49
1924.1 · Accum Depr Hydro Elect	39,615.14
1923 · Hydroelectric Facility San Dima	1,190,903.68
1701 · State Water Project Engineering	156,789.28
1702 · State Water Prj Wtr Cntrct Pmts	5,627,376.00
1703 · Accum Ammort - State Water Proj	-4,643,400.00
1801 · Pipeline	26,881,938.46
1830 · Accum Depreciation - Pipeline	-17,019,573.31
1840 · SCADA Telemetry	48,442.01
1841 · Accum Depreciation -SCADA	-9,894.18
1750 · SCADA 2013	884,531.22
1851 · Accum Depreciaton - SCADA 13	-783,072.28
1901 · Land	735,931.46
1902 · Buildings	2,322,562.42
1903 · Accum Depr - Buildings	-2,313,828.01
1904 · Furniture and Fixtures	180,541.31
1905 · Accum Depr - Furn and Fixtures	-165,344.90
1907 · Vehicles	257,156.24
1908 · Accum Depr - Vehicles	-171,240.41
1910 · Pipeline Misc Equipment	223,817.49
1911 · Accum Depr - Pipeline Misc Equi	-68,792.70
1920 · Construction in Process	30,. 32 3
1920.02 · CIP - Scada	11,157.83
1920.05 · HydroElectric Facility San Dima	1,455.40
Total 1920 · Construction in Process	12,613.23
1921 · Capital Expenditures	
1921.03 · Roof	58,390.47
1921.04 · Repaving	3,950.00
1921.05 · Computer	6,198.90
1921.07 · SanDimas Hydro Deflec Batteries	35,595.25
1921.10 · SGFCS PRATT 30" Ball Valve	97,505.10
	

San Gabriel Valley Municipal Water District Balance Sheet As of August 31, 2023

	Aug 31, 23
Total 1921 · Capital Expenditures	201,639.72
1916 · A/D Computers 1917 · A/D Paving 1918 · A/D San Dimas Hydro	-4,677.91 -1,032.83 -12.468.04
1922 · A/D Roof	-20,916.08
Total Fixed Assets	13,570,291.50
Other Assets 1998.99 · Deferred Outflows -OPEB 1999.99 · 1999.Deferred Outflows of Res 1931 · City Of Monterey Park Loan 2021 1932 · City Of Sierra Madre 2020 Loan	755,039.00 1,325,016.00 4,000,000.00 2,499,937.00
Total Other Assets	8,579,992.00
TOTAL ASSETS	54,549,338.77
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 2001 · Accounts Payable	532,207.93
Total Accounts Payable	532,207.93
Other Current Liabilities 2010 · Accrued Payroll - V&SL 24000 · Payroll Liabilities	450,676.52 53.75
Total Other Current Liabilities	450,730.27
Total Current Liabilities	982,938.20
Long Term Liabilities 1698.99 · Deferred Inflows- OPEB 2219.99 · Net Pension Liability 1699.99 · Deferred Inflow of Resources 2209 · Other Post-Employment Benefits	1,242,581.00 824,291.00 1,069,338.00 5,018,646.62
Total Long Term Liabilities	8,154,856.62
Total Liabilities	9,137,794.82
Equity 2301 · Fund Balance 2302 · San Bernardino Contribution 2970 · Retained Earnings 2973 · Contribution Aid Capital Net Income	4,422,025.73 1,781,730.83 40,369,115.23 1,280,323.11 -2,441,650.95
Total Equity	45,411,543.95
TOTAL LIABILITIES & EQUITY	54,549,338.77

San Gabriel Valley Municipal Water District Income Statement - Actual vs. Budget August 2023

	Aug 23	Budget	Jul - Aug 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
General Operations	404 440 05	400 000 00	0.00	000 000 00	F 000 000 00
3002 · Property Tax Revenue 3003 · Water Sales	184,110.25 17.648.40	433,333.00 372,083.00	0.00 17,648.40	866,666.00 744,166.00	5,200,000.00 4,465,000.00
3003 · water Sales 3004 · Interest Income	0.00	35,417.00	23,127.64	70,834.00	425,000.00
3005 · Ready to Serve Revenue	990.00	990.00	1,980.00	1,980.00	11,880.00
3006 · RDA Prop Tax Trust Fund Alloc	0.00	75,000.00	573,843.77	150,000.00	900,000.00
3008 · SBVMWD Pipeline Maintenance Rev	13,373.00	2,500.00	0.00	5,000.00	30,000.00
3016 · Unrealized Gain (Loss) on Inves	0.00	0.00	37,797.45	0.00	0.00
Total General Operations	216,121.65	919,323.00	654,397.26	1,838,646.00	11,031,880.00
Power Revenue Sales					
3210 · Hydro Power Sales	14,541.28	4,167.00	14,541.28	8,334.00	50,000.00
Total Power Revenue Sales	14,541.28	4,167.00	14,541.28	8,334.00	50,000.00
Restricted Revenue - SWP	214,423.59	816,667.00	0.00	1,633,334.00	9,800,000.00
3306 · Tax Revenue - State Water Proje			0.00	1,033,334.00	
Total Restricted Revenue - SWP	214,423.59	816,667.00	0.00	1,633,334.00	9,800,000.00
Total Income	445,086.52	1,740,157.00	668,938.54	3,480,314.00	20,881,880.00
Gross Profit	445,086.52	1,740,157.00	668,938.54	3,480,314.00	20,881,880.00
Expense					
Unrestricted G.O. Expenses				T 00 4 00	05.000.00
4001 · Director Fees	5,400.00 24,235.20	2,917.00 26,255.00	5,400.00 42,411.60	5,834.00 52,510.00	35,000.00 315,057.00
4010 · Salaries- Administrative 4014 · Field Supervision	24,235.20 15,968.00	26,255.00 17,799.00	27,944.00	35,598.00	213,584.00
4020 · Salaries Office	18,341.40	19,870.00	29,923.66	39,740.00	238,439.00
4021 · External Affairs Wages	11,599.61	12,029.00	18,613.86	24,058.00	144,345.00
4022 · Part Time Employee	0.00	864.00	0.00	1,728.00	10,370.00
4023 · External Affairs Specialist	5,291.59	6,348.00	10,876.14	12,696.00	76,170.00
4027 · Office Supplies - Equipment Mai	3,685.92	3,667.00	4,881.75	7,334.00	44,000.00
4029 · Election Expenses	0.00 2.905.00	0.00 4.167.00	0.00 2.905.00	0.00 8,334.00	0.00 50.000.00
4031 · Legal Services 4032 · State Water Contract Services	3,764.63	3,750.00	7,529.20	7.500.00	45.000.00
4033 · Public Relations	3,951.23	11,250.00	5,289.83	22,500.00	135,000.00
4034 · Governmental Relations Consulti	9,243.41	8,042.00	17,358.91	16,084.00	96,500.00
4035 · Consulting & Engineering Expens	73,908.82	101,877.00	105,628.42	203,754.00	1,222,520.00
4036 · Medicare Tax Expense	1,478.42	1,642.00	2,531.08	3,284.00	19,703.00
4039 · PERS - Retiremement Expenses	25,805.03	56,171.00	51,009.63	112,342.00 10.716.00	674,050.00 64,294.00
4040 · Social Security Tax Expense	4,818.94 1,224.59	5,358.00 1,583.00	8,449.91 3,465.22	3,166.00	19,000.00
4041 · State Compensation Fund 4042 · State Unemployment Insurance Ta	76.80	140.00	76.80	280.00	1,681.00
4042 - State Offeniployment insulance Ta	70.00	1-10.00	, 0.00	200.00	.,

San Gabriel Valley Municipal Water District Income Statement - Actual vs. Budget

August 2023

	Aug 23	Budget	Jul - Aug 23	YTD Budget	Annual Budget
4043 · Health Insurance Expense	29,019.56	32,000.00	58,039.12	64,000.00	384,000.00
4044 · Dental/ Vision Benefit Expense	9,491.83	7,667.00	19,162.33	15,334.00	92,000.00
4045 · Insurance - Liability, Casualty	0.00	4,583.00	19,595.26	9,166.00	55.000.00
4046 · Blue Cross Employee Reimburseme	4,362.44	7,500.00	6,839.49	15,000.00	90,000.00
4048 · Life Insurance	333.65	375.00	667.30	750.00	4,500.00
4050 · Dues and Associations	10,216.61	7,917.00	24,288.30	15,834.00	95,000.00
4051 · Travel and Conferences -Dir	2,671.08	2,083.00	4,830.91	4,166.00	25,000.00
4052 · Publications and Periodicals	0.00	25.00	0.00	50.00	300.00
4053 · State Water Contractors Audit	3,087.00	833.00	3,087.00	1,666.00	10,000.00
4054 · Financial Audit Expense	1,593.75	1,667.00	8,073.75	3,334.00	20,000.00
4055 · Travel & Conference -Staff	3,261.50	2,500.00	3,393.15	5,000.00	30,000.00
4057 · Taxes - Annual Fee	0.00	4,333.00	0.00	8,666.00	52,000.00
4058 · Tax Collection Fees	0.00	3,167.00	0.00	6.334.00	38.000.00
4059 · Property Tax Expense	0.00	54.00	0.00	108.00	650.00
4060 · Telephone Expense	4,417.55	3,500.00	7,746.08	7,000.00	42,000.00
4061 · Utilities - Gas, Electric, and	1,184.86	1,667.00	2.543.36	3.334.00	20,000.00
4063 · Safety Program	323.82	1,667.00	323.82	3.334.00	20,000.00
4065 · Water Conservation/Rebates Prog	12,676.00	24,583.00	28,890.17	49,166.00	295,000.00
4067 · OPEB -Other Post Employment Ben	23,333.33	56,667.00	46.666.66	113,334.00	680,000.00
4090 · SWP Transportation Cost	0.00	483,333.00	0.00	966,666.00	5,800,000.00
4093 · Uniform and Material Rentals	240.52	333.00	447.28	666.00	4,000.00
4095 · Vehicle Maintenance, Operating	1,685.89	2.500.00	3.220.28	5,000.00	30,000.00
4096 · Communication Expense	765.69	792.00	1,531.38	1,584.00	9,500.00
4099 · Facility Maintenance	2.613.81	2,500.00	4,834.30	5.000.00	30,000.00
4100 · Salaries - Field Workers	19.901.22	24,347.00	34,409.50	48,694.00	292,165.00
4108 · Grounds Maintenance and Materia	2.326.00	2,750.00	2,534.00	5,500.00	33,000.00
4112 · Depreciation Expense	50,035.00	0.00	100,070.00	0.00	0.00
4113 · Pipeline Maintenance & Material	835.46	4,167.00	1,102.06	8.334.00	50.000.00
4114 · SCADA Maintence	0.00	833.00	0.00	1,666.00	.,
4120 · Grants	4,500.00	176,713.00	4,500.00	353,426.00	10,000.00 2,120,553.00
Total Unrestricted G.O. Expenses	400,575.16	1,144,785.00	731,090.51	2,289,570.00	13,737,381.00
Riverside Facility					
4300 · Salaries - Riverside	131.56	1,400.00	263.12	2.800.00	16.803.00
4301 · Riverside Maintenance and Mater	348.09	2,358.00	928.50	4,716.00	28,300.00
Total Riverside Facility	479.65	3,758.00	1,191.62	7,516.00	45,103.00
Hydro Expenses					
4402 · Salaries - Hydro	1,091.42	794.00	2,541.40	1,588.00	9,523.00
4403 · Hydro Maintenance Materials	6,430.00	1,125.00	6,430.00	2,250.00	13,500.00
4406 · Hydro So Cal Edison (8800)	568.52	833.00	1,037.16	1,666.00	10,000.00
Total Hydro Expenses	8,089.94	2,752.00	10,008.56	5,504.00	33,023.00

San Gabriel Valley Municipal Water District Income Statement - Actual vs. Budget August 2023

	Aug 23	Budget	Jul - Aug 23	YTD Budget	Annual Budget
Restricted Expense		•			
4510 · State Project Expense	554,486.00	641,667.00	2,343,463.00	1,283,334.00	7,700,000.00
4511 · State Project Amortization	8,034.00	8,083.00	16,068.00	16,166.00	97,000.00
4591 · State Project Cost of Water Adj	3,297.00	0.00	6,594.00	0.00	0.00
Total Restricted Expense	565,817.00	649,750.00	2,366,125.00	1,299,500.00	7,797,000.00
66000 · Payroll Expenses	0.00	0.00	2,173.80	0.00	0.00
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.00
Total Expense	974,961.75	1,801,045.00	3,110,589.49	3,602,090.00	21,612,507.00
Net Ordinary Income	-529,875.23	-60,888.00	-2,441,650.95	-121,776.00	-730,627.00
Other Income/Expense					
Other Expense					
6001 · COVID-19 Expense	0.00	0.00	0.00	0.00	. 0.00
6002 · Employee Appreciation	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	-529,875.23	-60,888.00	-2,441,650.95	-121,776.00	-730,627.00

SAN GABRIEL MUNICIPAL WATER DISTRICT

REVOLVING FUND RECAP

August 24,2023

Check No.	No. Date Description		 Amount
12351-12354	08/24/23	Payroll Expense	\$ 32,471.17
EFT	08/24/23	Payroll Expense - PERS	\$ 9,406.51
Wires	08/24/23	Federal & State Payroll Taxes	\$ 17,762.19
EFT	08/24/23	State Compensation Insurance	\$ 1,224.59
12355	08/24/23	Frontier	\$ 135.94
12356	08/24/23	SCE	\$ 30.81
August 24, 202	3 GRAND TO	OTAL DISBURSEMENTS	\$ 61,031.21

REVOLVING FUND RECAP

September 07, 2023

Check No.	Date	Date Description		Amount
12357-12360	09/07/23	Payroll Expense	\$	32,365.57
EFT	09/07/23	Payroll Expense - PERS	\$	9,406.51
Wires	09/07/23	Federal & State Payroll Taxes	\$	17,867.78
12361	09/07/23	Azusa Light & Water	\$	59.96
12362	09/07/23	Frontier	\$	278.14
12363	09/07/23	Verizon Wireless	\$	462.39
September 07,	2023 GRAND	TOTAL DISBURSEMENTS	\$	60,440.35

REVOLVING FUND RECAP

September 11, 2023

Check No.	heck No. Date Description		4	Amount
12364	09/11/23	Bruce H Knoles	\$	532.70
12365	09/11/23	Mark R Paulson	\$	1,097.40
12366	09/11/23	Michael F Eng	\$	914.50
12367	09/11/23	Miles L Prince	\$	1,646.10
Wires	09/11/23	Federal & State Payroll Taxes	\$	777.20
September 11	, 2023 GRAND	TOTAL DISBURSEMENTS	\$	4,967.90

9:43 AM 09/07/23 **Accrual Basis**

San Gabriel Valley Municipal Water District Transactions by Account As of August 31, 2023

Туре	Date	Num	Name	Amount
1001 · General Fund Bank of A				
Bill Pmt -Check	08/18/2023	EFT	BeniComp (Corp)	-568.98
Bill Pmt -Check	08/16/2023	EFT	BeniComp (Corp)	-7,187.12
Bill Pmt -Check	08/25/2023	EFT	BeniComp (Corp)	-9.72
Bill Pmt -Check	08/25/2023	EFT	BeniComp (Corp)	-93.45
Bill Pmt -Check	08/25/2023	EFT	BeniComp (Corp)	-556.05
Bill Pmt -Check	08/25/2023	EFT	BeniComp (Corp)	-2,034.63
Bill Pmt -Check	08/31/2023	EFT	BeniComp (Corp)	-327.45
Bill Pmt -Check	08/29/2023	EFT	BeniComp (Corp)	-556.63
Bill Pmt -Check	08/30/2023	EFT	BeniComp (Corp)	-18.95
Bill Pmt -Check	08/29/2023	EFT	BeniComp (Corp)	-1,644.14
Bill Pmt -Check	08/28/2023	43871	Alan Lee	-85.00
Bill Pmt -Check	08/28/2023	43872	Andrew Chiang	-80.00
Bill Pmt -Check	08/28/2023	43873	Battery Sales Unlimited	-219.37
Bill Pmt -Check	08/28/2023	43874	Cash Revolving Fund	-70,000.00
Bill Pmt -Check	08/28/2023	43875	Cintas	-323.82
Bill Pmt -Check	08/28/2023	43876	City of Monterey Park2	-500.00
Bill Pmt -Check	08/28/2023	43877	Civiltec Inc (Corp)	-52,970.88
Bill Pmt -Check	08/28/2023	43878	DWR	-554,486.00
Bill Pmt -Check	08/28/2023	43879	Electrical Reliability Services, Inc.	-6,430.00
Bill Pmt -Check	08/28/2023	43880	Ernst & Young LLP (Attorney)	-3,087.00
Bill Pmt -Check	08/28/2023	43881	Frontier	-607.30
Bill Pmt -Check	08/28/2023	43882	Grainger (Corp)	-544.93
Bill Pmt -Check	08/28/2023	43883	Kathy Truong	-40.00
Bill Pmt -Check	08/28/2023	43884	Mountain Views News	-2.200.00
Bill Pmt -Check	08/28/2023	43885	Promo Direct (Corp)	-1.338.60
Bill Pmt -Check	08/28/2023	43886	Provost & Pritchard Consulting Group	-87.50
Bill Pmt -Check	08/28/2023	43887	SCE	-568.52
Bill Pmt -Check	08/28/2023	43888	SGV Economic Partnership (Corp)	-6,000.00
Bill Pmt -Check	08/28/2023	43889	Shun Lim	-85.00
Bill Pmt -Check	08/28/2023	43890	Sparkletts	-88.93
Bill Pmt -Check	08/28/2023	43891	Staples	-626.33
Bill Pmt -Check	08/28/2023	43892	Stetson Engineers, Inc.	-5,739.50
Bill Pmt -Check	08/28/2023	43893	Terence White	-371.70
Bill Pmt -Check	08/28/2023	43894	The Gas Company	-14.30
Bill Pmt -Check	08/28/2023	43895	Verizon Business Services	-584.89
Bill Pmt -Check	08/28/2023	43896	Verizon Wireless (M2M)	-751.67
Fotal 1001 · General Fund Bank	of America		_	-720,828.36
AL				-720,828.36

San Gabriel Valley Municipal Water District Transactions by Account As of September 11, 2023

Туре	Date	Num Name		Amount
1001 · General Fund Bank of				
Bill Pmt -Check	09/11/2023	EFT	CalPers ·	-400,000.0
Bill Pmt -Check	09/11/2023	EFT	CalPers	-300,000.0
Bill Pmt -Check	09/01/2023	EFT	BeniComp (Corp)	-779.3
Bill Pmt -Check	09/06/2023	EFT	BeniComp (Corp)	-2,049.9
Bill Pmt -Check	09/08/2023	EFT	BeniComp (Corp)	-160.9
Bill Pmt -Check	09/07/2023	EFT	BeniComp (Corp)	-92.30
Bill Pmt -Check	09/11/2023	43897	ACWA JPIA Medical/Life	-30,057.99
Bill Pmt -Check	09/11/2023	43898	Alhambra Chamber Commerce	-500.0
Bill Pmt -Check	09/11/2023	43899	Alhambra High School	-2,500.0
Bill Pmt -Check	09/11/2023	43900	American Water Works Association	-311.0
Bill Pmt -Check	09/11/2023	43901	ATT	-142.7
Bill Pmt -Check	09/11/2023	43902	Azusa Light & Water	-1,110.6
Bill Pmt -Check	09/11/2023	43903	Azusa Plumbing Supply (Corp)	-176.5
Bill Pmt -Check	09/11/2023	43904	BOA-Visa	-2.280.8
Bill Pmt -Check	09/11/2023	43905	Bucknam & Associates Inc. (Corp)	-894.0
Bill Pmt -Check	09/11/2023	43906	California Advocates, Inc. (Corp)	-8,000.0
Bill Pmt -Check	09/11/2023	43907	California Underground Facilities	-78.0
Bill Pmt -Check	09/11/2023	43908	Canyon City Prinitng, Inc (Corp)	-162.0
Bill Pmt -Check	09/11/2023	43909	Cell Business Equipment	-393.6
Bill Pmt -Check	09/11/2023	43910	Cintas	-240.5
Bill Pmt -Check	09/11/2023	43911	Cummins Cal Pacific LLC	-1,621.6
Bill Pmt -Check	09/11/2023	43912	D.H. Maintenance Services	-1,021.0
Bill Pmt -Check	09/11/2023	43913	DePinto Morales Communications, Inc.	-6,546.3
Bill Pmt -Check	09/11/2023	43914	DigAlert (Corporation)	-0,040.3 -260.2
Bill Pmt -Check	09/11/2023	43915	DWR	-260.2 -492,049.0
Bill Pmt -Check	09/11/2023	43916	EcoTech Services, Inc	-492,049.0
Bill Pmt -Check	09/11/2023	43917		
Bill Pmt -Check	09/11/2023	43918	Evelyn Reyes	-46.4
Bill Pmt -Check		43919	Fish N Weeds (Corp) Freeth/Moroz. Inc	-2,248.0
Bill Pmt -Check	09/11/2023 09/11/2023	43919		-3,952.8
Bill Pmt -Check		43920 43921	Frontier	-108.6
Bill Pmt -Check	09/11/2023		Linda S Glau, CPA	-1,593.7
	09/11/2023	43922 43923	Maria Jarmin	-91.4
Bill Pmt -Check	09/11/2023		Mark Paulson (Expense)	-34.0
Bill Pmt -Check	09/11/2023	43924	Michael F Eng (Expense)	-79.9
Bill Pmt -Check	09/11/2023	43925	Miles L Prince (Expense)	-2,557.1
Bill Pmt -Check	09/11/2023	43926	Mission ACE Hardware (Corp)	-45.1
Bill Pmt -Check	09/11/2023	43927	Petty Cash	-194.3
Bill Pmt -Check	09/11/2023	43928	Public Water Agencies Group (PWAG)	-963.7
Bill Pmt -Check	09/11/2023	43929	Sierra Madre Elementary PTA	-2,000.0
Bill Pmt -Check	09/11/2023	43930	Western Water Works Supply Co.	-477.4
Total 1001 · General Fund Ban	k of America			-1,277,396.6
AL				-1,277,396.6

VISA Recap July 21, 2023 - August 20, 2023

										l I		
7/19- 7/20/23	Staff	SWC - SAC 7/19-7/20	Parking & Expenses	\$75.00	Meals	\$56.32	Hotel	\$228.09	Rental	\$267.93		\$627.34
7/20/2023	Pipeline Maintenance	PayPal United Innov	Time Delay Relay 120VAC	\$290.53								\$290.53
7/25/2023	Office Supply	Amazon.com	Magnets	\$18.31								\$18.31
8/1/2023	Office Supply	Google	Workspace	\$93.60					l			\$93.60
8/2/2023	Office Supply	Staples	Office Supplies Incl Shredder	\$396.69								\$396.69
8/3/2023	Office Supply	Intuit Payroll	Monthly Subscription	\$60.00								\$60.00
8/7/2023	Office Supply	Microsoft	Annual License	\$99.00								\$99.00
8/8/2023	Office Supply	Staples	Shredder	\$354.88								\$354.88
8/9/2023	Office Supply	Staples	Shredder returned	-\$354.55								-\$354.55
8/10/2023	Office Supply	Apple.com	Icloud Storage	\$2.99								\$2.99
8/14/2023	Office Supply	Board Meeting	Donuts	\$20.70								\$20.70
8/16/2023	Office Supply	Amazon.com	Magnets	\$17.63								\$17.63
8/16/2023	Staff	AWWA WaterSmart Innov 2023	Conference - A LU	\$520.00								\$520.00
8/16/2023	Staff	WaterSmart Oct. 2-6	Hotel - Prepaid one night	\$101.70								\$101.70
8/17/2023	Office Supply	Zoom	Monthly Subscription	\$31.98								\$31.98
												\$0.00
			Total	\$1,728.46		\$56,32		\$228.09		\$267.93	Total Due	\$2,280.80



PRESENTS

2023 LUNCHEON LEADERSHIP SERIES

FEATURING

ADEL HAGEKHALIL

GENERAL MANAGER
METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

THURSDAY, SEPTEMBER 14, 2023 11:30 AM TO 1:30 PM \$65 / PERSON

COURTYARD BY MARRIOTT 14635 BALDWIN PARK TOWNE CTR. BALDWIN PARK, CA 91706

PLATINUM SPONSOR

GOLD SPONSORS

SILVER SPONSORS

BRONZE SPONSORS









Register Here

AGENDA ACTION ITEM NO. 1

APPROVE ANNUAL REPORT

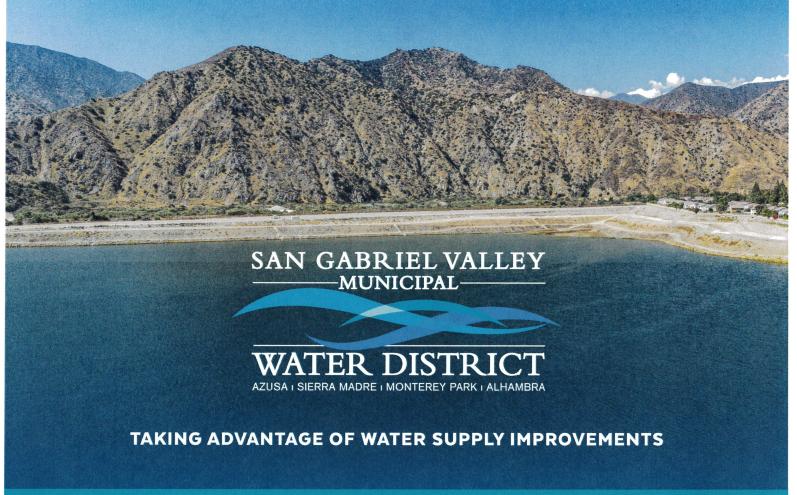
RECOMMENDED ACTION: Approve the Annual Report for distribution.

BACKGROUND: A draft of the 2022-2023 Annual Report is presented to the Board for

review and approval to distribute.

BUDGET IMPACT: N/A

PRIOR BOARD ACTION: N/A



2022-2023 ANNUAL REPORT

BY MAXIMIZING
STORMWATER CAPTURE,
DELIVERING IMPORTED WATER,
INVESTING IN INFRASTRUCTURE
AND PROMOTING CONSERVATION

STAY THE COURSE

We could refer to the drastic turnaround from the severe drought conditions of the past decade as "our watershed moment." Due to winter storms, local groundwater levels increased more than fifty feet; State Water Project allocations were increased to 100%; reservoirs neared capacity; and the state's snowpack reached record levels. According to the U.S. Drought Monitor, less than 7% of California is now in moderate drought and 0% is in severe or extreme drought.

The unique topography, geology, hydrology, and infrastructure within the San Gabriel River Watershed, coupled with cooperation among local water agencies, remarkably enabled us to capture approximately 95% of the stormwater produced by the storms, compared to other watersheds that channel water to the Pacific Ocean to prevent flooding and risks to life and property.

These positive developments must be tempered with the reality that capturing 95% is not enough. Long-term, the Main San Gabriel Basin's water supplies are always in a deficit; we use more water than Mother Nature provides. Staying the course with strategies that protected us from water supply interruptions, large price hikes and mandatory water-use restrictions during the recent drought, is integral to taking advantage of the opportunity improved water supply conditions present.

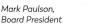
The District continues to support the Delta Conveyance Project, to which it invested \$2.68 million, to increase the reliability of our imported water supplies. We support the Pure Water Southern

California recycled water project being developed by the Metropolitan Water District of Southern California and the Los Angeles County Sanitation Districts. We are continuing to explore a potential recycled water project for Monterey Park and Alhambra. We are making steady progress on both a condition assessment and maintenance program for the District's aging pipeline and water delivery facilities. And we've reinvigorated our rebate, O.W.L. Grant, school education and community outreach programs.

The District remains in a solid position financially, possessing the lowest wholesale water rates in the Valley. We increased water rates this past year due to increases in energy costs paid by the District to move water through the State Water Project. The property tax rate assessed to our member cities remains unchanged for the foreseeable future. We commend our member cities and our regional water partners for their diligence during the recent drought and look forward to working with them to preserve and conserve our precious water resources in the future.











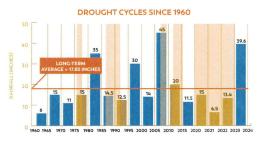
HOW WE ARE RECHARGING OUR GROUNDWATER WATER SUPPLIES



We live in the purple-colored San Gabriel River "watershed," one of several watersheds in Los Angeles County. Each watershed is formed by distinct topography, geology and hydrology, and each possesses unique water supply infrastructure and programs best suited to their locales. Decades ago, as reservoirs, dams, flood control channels, and spreading grounds were being planned, some watersheds chose to "flush" water to the ocean via storm drains as fast as possible to reduce the risk of flooding, thus, saving life and property.

We, too, had to protect life and property. However, we embraced saving water for beneficial use, as well. Our region built its water infrastructure to retain as much stormwater within the Valley as possible so it could percolate down and recharge our groundwater supplies. The San Gabriel Valley "water story" is unique in that 80% of the water we use is local groundwater.

Our water supply "community" of water districts, public and private water utilities, water quality agencies and LA County Department of Public Works work together to capture more than 95% of stormwater. In a great success story, data shared by the Main San Gabriel Basin Watermaster reveal





San Gabriel Canyon Spreading Grounds

that of the more than 500,000 acre-feet of stormwater captured this year in Los Angeles County, about 300,000 AF came from the San Gabriel River watershed!

In addition, as a State Water Contractor, our District will receive 100% of its planned imported water allocations this year (about 28,800 acre-feet of water) to supplement our local groundwater supplies. This means imported water will supplement our local water supplies more than in recent years. When we factor in conservation levels that have reached 25% in recent years, we can maximize the benefits of this past winter's storms.

INVESTMENTS TO PRESERVE OUR WATER SUPPLY IMPROVEMENTS



STATE INVESTMENT:

DELTA CONVEYANCE PROJECT

In 2020, the District committed \$2.68 million to help plan the Delta Conveyance Project. The Project proposes to modernize, repair, and protect California's aging water delivery system against future water supply losses caused by climate change, sea level rise, and earthquakes, while also supporting the Delta's fragile ecosystem. This investment helps assure State Water Contractors, such as the District, receive as much water through the State Water Project (SWP) as possible to recharge local groundwater supplies.

REGIONAL INVESTMENT:

PURE WATER SOUTHERN CALIFORNIA



In 2022, the District adopted a Letter of Intent with Metropolitan Water District of Southern California and LA County

Sanitation Districts to add up to 6,000 acre-feet of recycled water per year to the District's water portfolio. This Project is planned for completion within 7-10 years.

MEMBER CITY INVESTMENTS

Since 2020, the District has provided more than \$8 million in loans and grants to member cities to improve water supplies, water quality and conservation programs. Sierra Madre: investments included an approximate \$2 million zero-interest loan to construct water main improvements; a \$1.9 million grant to help fund a joint well with Arcadia; and Greener Yards Project. Monterey Park: investments included a \$4 million zero-interest loan to help fund an enhanced CGTS/PFAS water treatment system; and water conservation equipment at City facilities. Alhambra: invested in automated meter reading equipment. Azusa: invested in the Arrow Highway Landscape Median Project.

SGVMWD INVESTMENTS



INFRASTRUCTURE

The Devil Canyon-Azusa Pipeline, now 50 years old, is key to the District's ability to deliver as much as 28,800 acre-feet of State Water Project "imported water" per year to the Main San Gabriel Basin. This past year, we've continued a condition

assessment which will guide planning and funding for future facilities' improvements. Pictured is a mobile camera



mounted on a self-propelled, remotely operated vehicle tractor that helped inspect the District's Devil Canyon-Azusa Pipeline.

As the fiscal year concluded in June, two important facility maintenance projects were progressing.

CONSERVATION

During every drought period, conservation is key to preserving water supplies.
Especially now, when water supplies have improved, we must remember drought will return. We coordinate closely with our member cities to promote conservation with our H₂Owl mascot, pilot projects, grants, school "learn by doing" projects and materials, rebate and irrigation retrofit programs, signage in member cities, outreach to residents, educational website and videos, and outreach to businesses.



Following the winter's storms, the District updated its conservation message to stakeholders.



The Hydro 24-inch Butterfly Valve Replacement Project.



As part of the District's O.W.L. Community Grant Program (Opportunities for Water Leadership), we debuted a successful, new "Earth Day Grant Program" to help schools organize Earth Day events.



The San Gabriel Flow Control Structure 30-inch Ball Valve Replacement Project.



The District's outreach and speakers' bureau program provides information and resources at community events occurring within our member cities.

2022-2023 HIGHLIGHTS

JULY 2022

Drought conditions worsen and member cities activate "Level 2" contingency plans.

AUGUST 2022

Pandemic subsides; Speakers' Bureau and H_2 Owl Program ramp up in member cities.

SEPTEMBER 2022

SGVMWD's "Condition Assessment Project" to test 4.3 mile portion of Devil Canyon-Azusa Pipeline completed.

NOVEMBER/DECEMBER 2022

Directors Mark Paulson (Division I -Alhambra), Miles Prince (Division IV -Sierra Madre), and Bruce Knoles (Division V - Azusa) re-elected and sworn in for new terms on Board.

JANUARY 2023

Mike Eng appointed to Board of Directors to represent Division III - Monterey Park; storms intensify throughout California providing drought relief and significant water supply improvements.

FEBRUARY 2023

Department of Water Resources increases State Water Project allocations to State Water Contractors to 35% for 2023.

MARCH 2023

Storms deluge California and San Gabriel Valley, significantly improving water supplies; Board members and management conduct meeting with California legislators and staff in Sacramento.

APRIL 2023

Deptartment of Water Resources increases State Water Project allocations to State Water Contractors to 100% for 2023 for first time since 2006.

MAY 2023

New public information theme debuted: "Save Water...Use it Wisely".

JUNE 2023

Asian media briefing hosted in Monterey Park. 597.6 MWh of hydroelectric/green power generated in May and June 2023.

MISSION STATEMENT

The San Gabriel Valley Municipal Water District provides reliable supplemental water for the communities of Alhambra, Azusa, Monterey Park and Sierra Madre in a cost-effective and environmentally responsible manner.

2022-2023 OPERATIONAL DATA

STATE WATER PROJECT DELIVERIES



4.827

ACRE-FEET (AF)

(Deliveries from July 1, 2022-June 30, 2023. SGVMWD's full allocation is 28,800 AF per calendar year)

GRANTS



\$164,416 for Member City Grants

\$10,000

for non-profit O.W.L. Conservation Grants

REBATES

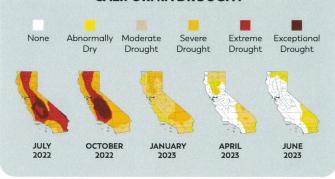


\$195,648

in rebates and irrigation retrofits distributed

2022-2023 WATER SUPPLY CONDITIONS

CALIFORNIA DROUGHT



LOCAL RAINFALL: 36.01 INCHES



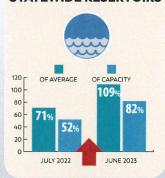
202%

Los Angeles County Dept. of Public Works (measured July 1, 2022 through June 30, 2023)

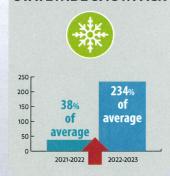
GROUNDWATER LEVEL



STATEWIDE RESERVOIRS



STATEWIDE SNOWPACK



Mark R. Paulson, President Division I - Alhambra



Steven T. Placido, DDS, Vice President Division II - Alhambra and Monterey Park



Mike Eng Director Division III - Monterey Park



Miles L. Prince, Secretary Division IV - Sierra Madre



Bruce H. Knoles Treasurer Division V - Azusa

AGENDA ACTION ITEM NO. 2

APPROVE COST SHARE FOR STATE WATER CONTRACTOR CLASS 8 WATER MANAGEMENT ANALYSIS BY PROVOST & PRITCHARD

RECOMMENDED ACTION: Authorize the General Manager to expend up to \$2,500 to participate in the water management analysis as proposed by Provost & Pritchard Consulting Group.

BACKGROUND: The Class 8 contractors would like to hire Provost & Pritchard to do an analysis of State Water Project challenges concerning the East Branch of the Project. The total cost of the project is \$25,000 and the District's share would be \$2,500. The contract would be executed by San Gorgonio Pass Water Agency and the other Class 8 contractors will reimburse San Gorgonio Pass Water Agency.

BUDGET IMPACT: None, there are sufficient funds in the consultant budget.

PRIOR BOARD ACTION: None.

PROVOST&PRITCHARD CONSULTING GROUP

8950 Cal Center Dr, Ste 102 • Sacramento, CA 95826 • Tel: (916) 918-2020 www.provostandpritchard.com

August 15, 2023

Lance Eckhart San Gorgonio Pass Water Agency 1210 Beaumont Avenue Beaumont, CA 92223

Subject:

Consulting Services for Class 8 Water Management Analysis, Beaumont, California

Dear Mr. Eckhart:

Thank you for the opportunity to submit this proposal to provide consulting services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

PROJECT UNDERSTANDING

We understand that the State Water Contractors Class 8 contractors are interested in optimizing the joint management of their State Water Project (SWP) supplies in coordination with their other water supply sources. The ten Class 8 contractors are located on the East Branch of the California Aqueduct. These contractors all rely, to some extent, on SWP supplies. As the SWP has developed, its supply has evolved into a non-firm supply source that does not provide firm water supplies in dry years. SWP contractors, including the Class 8 contractors, must actively manage their SWP supplies through various policies to retain available supplies in wet years and store that water for later use during dry periods.

The Class 8 SWP contractors share some characteristics, but also have significantly different management capabilities and water supply needs. Class 8 SWP contractors all have services areas a large distance downstream on the California Aqueduct. The costs for pumping SWP supplies to their service areas are significant and delivery of SWP supplies in wet years can be limited due to downstream capacity limitations. The water management capabilities of Class 8 SWP contractors vary significantly, with some Class 8 contractors having significant in-district storage capabilities (mostly groundwater) and others having minimal storage capability. Additionally, some SWP contractors have service area demands that are increasing while others are near their ultimate use level.

The Class 8 SWP contractors are interested in analyzing their capabilities and SWP supply assets to collectively optimize their use for meeting dry year water supply needs. The goal of the evaluation will be to identify specific actions and policies that could optimize the collective use of SWP supplies and Class 8 contractor management capabilities to meet individual Class 8 contractors management needs. Class 8 contractors would be able to implement these recommendations to improve their individual water management situation.

¹ Antelope Valley-East Kern Water Agency, Coachella Valley Water District, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Littlerock Creek Irrigation
District, Mojave Water Agency, Palmdale Water District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District and San Gorgonio Pass
Water Agency

SCOPE OF SERVICES

Our proposed scope of work for this proposal is to provide a reconnaissance level evaluation of Water Management actions that will improve the collective management of SWP supplies by Class 8 SWP contractors. This initial evaluation will involve the following actions:

- Summary of timing and availability of SWP water supplies for Class 8 SWP contractors.
- Initial survey of water management status of Class 8 contractors based on review of Urban Water Management Plans and review with Class 8 contractors.
- Summary of frequency and level of constraints on SWP supplies from potential bottlenecks on the California Aqueduct including Banks Pumping Plant, Check 21, Edmonston Pumping Plant and Pearblossom Pumping Plant.
- Presentation of the initial evaluation to Class 8 contractors.
- Identification of potential actions that could improve the water management capabilities of Class 8 contractors including upstream groundwater and surface water storage, downstream groundwater and surface water storage and additional conveyance capacity.
- Identification of policies and procedures that could enhance Class 8 SWP water management, such implementation of measures provided in the SWP Water Supply Contracts and including measures contained in the recently approved SWP Water Management Amendment. The policies and procedures are expected to provide for on-call agreements (and environmental permitting) that provide for flexible use of storage and conveyance capabilities of other SWP contractors.

The scope of services indicated above will be provided at a reconnaissance level and will be presented for review to Class 8 contractors. More detailed review and evaluation, based on additional information that may be developed (such as revised SWP water supply studies and projects such as Delta Conveyance) is not included in the initial phase and may be the subject of subsequent review.

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$25,000 without additional authorization.

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the initial presentation in approximately four to six months. Agency review time is beyond our control. If an additional submittal is required after initial review, we will be prepared to re-submit three weeks after we receive agency comments.

ASSUMPTIONS

- Items to be provided by the Client: Urban Water Management Plans (UWMP) in addition to review of initial evaluation of each contractor's water management characteristics.
- Initial evaluation of SWP water supply capability and capacity to be based on existing CALSIM-3 prepared for the 2021 Delivery Capability Report.

TERMS AND CONDITIONS

If this proposal is acceptable, please sign the Consultant Services Agreement, and return a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely,

Provost & Pritchard Consulting Group

Terry C Erlewine, RCE 32985

Principal Engineer

Linda G. Sloan, PG/CHG 8299/930

Director of Operations

TERMS AND CONDITIONS ACCEPTED

By San Gorgonio Pass Water Agency

Signature		Signature		
Printed Name		Printed Name		
 Title	Date	Title	Date	

Project Manager: TE Prepared by: MCS

PROVOST&PRITCHARD

455 W Fir Ave • Clovis, CA 93611-0242 • Tel: (559) 449-2700 • Fax: (559) 449-2715 www.**provost**and**pritchard**.com

CONSULTANT SERVICES AGREEMENT

CSA NO: 23-324

22 224

San Gorgonio Pass Water Agency	25-524
Client/Agency	Proposal No.
Lance Eckhart	(951) 845-2577
Attention	Telephone
San Gorgonio Pass Water Agency	
Bill to	Fax
1210 Beaumont Avenue	leckhart@sgpwa.com
Billing Address	Email
Beaumont, CA 92223	
City, Zip Code	
Consulting Services for Class 8 Water Management	
Analysis	Los Angeles County, CA
Project Title	Location

DESCRIPTION OF SERVICES

Please see attached proposal for "Consulting Services for Class 8 Water Management Analysis, Palmdale, California" dated August 15, 2023.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

- 1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
- 2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
- Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. The Client acknowledges the Consultant's plans specifications, reports and/or other documents, including electronic files, delivered to the Client at project completion (the deliverable documents), as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final deliverable documents prepared under this Agreement. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Client acknowledges that its right to utilize Work

- Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
- 5. Client agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client shall be responsible for any use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
- 6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
- 7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
- 8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

- 9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
- 10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

- 12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
- 13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
- 14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
- 15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 12.
- 16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
- 17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
- 18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree

to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

- 21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
- 22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
- 23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
- 24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
- 25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

- 26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
- 27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

- 28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
- 29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
- 30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
- 31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

- 32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- 33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
- 35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
- 36. This agreement shall be governed by and construed in accordance with the laws of the State of California. The Client agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Fresno, State of California.
- 37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
- 38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.

- 39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

	Provost & Pritchard Engineering Group, Inc.,
San Gorgonio Pass Water Agency	dba Provost & Pritchard Consulting Group
Client/Agency	Luida G. Sloan
Ву	Ву
	Linda G. Sloan, PG 8299/CHG 930
Name	Name
	Director of Operations
Title	Title

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

Cc: Darin Kasamoto, General Manager

From: Evelyn Reyes, External Affairs Manager

Date: September 6, 2023

Subject: External Affairs Report

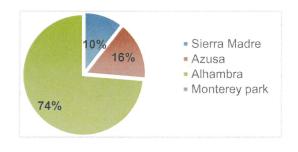
Rebates:

	Rain Barrel \$35	Washing Machines	High- Efficiency Toilets	Waterless Urinals \$150	Smart Controllers Up to \$80	Sprinkler Nozzles \$2 – Min. 30	Soil Sensor Up to \$80	Flow Meter Monitor
Monthly Total	0	1	27	0	0	0	0	0
FY 23/24 Total	2	5	27	0	1	0	0	0

Irrigation Direct Install Program:

Assessed		
Properties	20	
Waiting Install	6	
Total Installed	13	

Avg. cost per \$2,063.62 property



Meetings/events attended:

- Alliance for Water Efficiency Conference
- Meeting with Assemblyman Mike Fong's district staff
- Meeting with EcoTech
- Meeting with Senator Susan Rubio's district staff
- PWAG CET Administrative Meeting and Member Agency meeting
- Attended the City of Monterey Park Memorial Tree Planting
- Attended the City of Sierra Madre's Library Renovation meeting
- Attended the San Gabriel Valley Economic Partnership Legislative Committee meeting
- ACWA Region 8 Legislative Meeting
- Attended Rep. Napolitano's roundtable with JPL
- Attended the San Gabriel Basin Watermaster's Basin Water Management Committee meeting

Upcoming Outreach Events:

City of Monterey Park – Hispanic Heritage Month: Movie in the Park

Date: Thursday, September 21 at 6:30 P.M.

Location: Barnes Park, Monterey Park

City of Alhambra / Police Department Trunk or Treat Date: Thursday, October 26 at 5:00 P.M. – 6:30 P.M. Location: 100 S. 2nd Street, Alhambra

A REGULAR MEETING OF THE MAIN SAN GABRIEL BASIN WATERMASTER 725 NORTH AZUSA AVENUE, AZUSA, CALIFORNIA SEPTEMBER 6, 2023 AT 2:30 O'CLOCK P.M.

Action/Notes

Agenda 1. CALL TO ORDER 2. PLEDGE OF ALLEGIANCE 3. ROLL CALL OF WATERMASTER MEMBERS 4. ADOPTION OF AGENDA [1] 5. TIME RESERVED FOR PUBLIC COMMENT 6. ITEMS REMOVED FROM CONSENT CALENDAR [1] 7. CONSENT CALENDAR [1] All items on Consent Calendar may be approved with single action. a) Minutes of a Regular Meeting of Watermaster held on August 2, 2023 b) Lists of Demands Financial Statements, August 2023 c) REPORT FROM BASIN WATER MANAGEMENT COMMITTEE [2] 8. 9. ATTORNEY'S REPORT [2] 10. **ENGINEER'S REPORT [2]** 11. EXECUTIVE OFFICER'S REPORT [2] 12. REPORT FROM RESPONSIBLE AGENCIES [2] 13. OUTSIDE COMMITTEE LIAISON REPORTS [2] 14. INFORMATION ITEMS [2] a) Temporary assignment or lease of 38.07 acre-feet of Production Right from Vulcan Materials Company to City of Azusa for FY 2023-24 b) Change of Designee for the City of Monterey Park to Inez Alvarez c) Transmittal of San Gabriel Valley Municipal Water District monthly report for July 2023

COMMENTS FROM WATERMASTER MEMBERS [2]

15.

- **FUTURE AGENDA ITEMS [1]** 16.
 - Three-year Purchased Water Plan a)
- CLOSED SESSION [1] 17. A closed session may be called to discuss pending or potential litigation.
- 18. **ADJOURNMENT**
- **LEGEND**
- [1] INDICATES ACTION ANTICIPATED BY WATERMASTER ON THIS ITEM [2] INDICATES INFORMATION ITEM NO WATERMASTER ACTION ANTICIPATED

Chair Lynda Noriega Presiding

A REGULAR MEETING OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY AT

1720 W. CAMERON AVENUE, SUITE 100 WEST COVINA, CALIFORNIA

WEDNESDAY, AUGUST 16, 2023 AT 12:00 P.M.

Zoom Link:

 $\underline{https://us06web.zoom.us/meeting/register/tZIpf-uorTwvH9Be5bgF4NSAHdSfQgr27sJC}$

AGENDA

I.	CAL	L TO ORDER	PAULSON
II.	PLE		
III.	REM [Gov	MORENO	
	(a)	Notification of Just Cause Remote Participation	
	(b)	Notification and Vote to Approve Emergency Circumstance Request For Remote Participation	
IV.	ROL	L CALL OF BOARD MEMBERS	MORENO
	Lynda Valerid Robert Bob K Ed Cha		
V.	As propaside for matters appropriate A five-	PAULSON	
VI.	Approvarose s Adopti Board	MS TOO LATE TO BE AGENDIZED - Recommended Action: we motion determining need to take action on item(s) which ubsequent to posting of the Agenda (ROLL CALL VOTE: on of this recommendation requires a two-thirds vote of the or, if less than two-thirds of Board members are present, imous vote)	PAULSON

VII. PUBLIC HEARING

PAULSON

"To Receive Comments on the Proposed 2023/2024 Fiscal Year \$12.00/Acre-Foot Assessment on Those Holding Prescriptive Water Pumping Rights in the San Gabriel Basin"

VIII. CONSENT CALENDAR

PAULSON

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

- (a) Ratification of Demands on Administrative Fund for July 2023
- (b) Ratification of Demands on Project Fund for July 2023
- (c) Minutes for 6/21/23 Regular Board Meeting
- (d) Minutes for 8/8/23 Administrative/Finance Committee Meeting
- (e) Demands on Administrative Fund
- (f) Demands on Project Fund
- (g) ACWA Board Officers' Election for President and Vice President for the 2024-2025 term
- (h) ACWA Region 8 Election for the 2024-2025 Term
- (i) ACWA Committee Appointments for the 2024-2025 Term

IX. COMMITTEE REPORTS

(These items may require action)

- (a) Administrative/Finance Committee Report [enc]
 - 1. Discussion Regarding Updates to WQA Election Procedures [enc]

X. OTHER ACTION/INFORMATION ITEMS

PAULSON

(These items may require action)

- (a) Discussion Regarding 2nd Quarter 2023 Cash Report [enc]
- (b) Adopt Resolution No. 23-009, A Resolution of the San Gabriel Basin Water Quality Authority Imposing an Annual Prescriptive Right Assessment to Pay for The Authority Budget for Fiscal Year 2022/2023 [enc]
- (c) Discussion/Action Regarding Monitoring Well MW5-05 Access Agreement Extension with the Baldwin Park Unified School District [enc]
- (d) Discussion and Potential Action to Approve 2023 Amended and Restated
 Executive Director Employment Agreement.

 Prior to Board action on this item, a presentation of the salient terms of the agreement shall be stated on the record. It is recommended the Board:
 - 1. Approve the finalized amended and restated employment agreement.

 (Board has the option to deliberate in closed session before taking action in open session if the Board so chooses. Board would recess briefly into closed session before moving this item.)
 - 2. Authorize the Board Chairman to execute the written agreement on behalf of the Authority.

(a) Treatment Plants:

1.	Baldwin Park Operable Unit	<u>Status</u>
1.	Arrow/Lante Well (Subarea 1)	Operational
	Monrovia Wells	Operational
	SGVWC B6 Plant	Operational
	SGVWC B5 Plant	Operational
	• CDWC Well No. 14	Operational
	 La Puente Valley County Water District 	Operational
	VCWD Nixon	Operational Operational
	VCWD Nixon VCWD Maine	Operational Operational
2.	El Monte Operable Unit	Operational
۷,	Eastern Shallow Zone	Operational
	• Eastern Deep Zone	Operational
	GSWC Encinita Plant	Operational
	Western Shallow Zone	Operational Operational
3.	South El Monte Operable Unit	Operational
5.	Whitmore Street. Ground Water Remediation	Operational
	Treatment Facility	Орегинопия
	• City of M.P. Well No. 5 VOC Treatment	Operational
	Facility	o p viamona.
	• City of M.P. Well No. 12 VOC Treatment	Operational
	Facility	•
	• City of M.P. Well No. 15	Operational
	• City of M.P. Well Nos. 1, 3, 10 VOC Treatment	Operational
	Facility	
	• GSWC Wells SG-1 & SG-2	Operational
	GSWC Garvey	Operational
	• SGVWC Plant No. 8	Operational
	• SGVWC Plant G4	Operational
4.	Puente Valley Operable Unit	
	• Intermediate Zone	Construction
	• SGVWC Plant B11	Operational
5.	Area 3 Operable Unit	
	• City of Alhambra Phase 1	Operational
	• City of Alhambra Phase 2	Operational
	• City of South Pasadena Wilson	Operational
6.	Non-Operable Unit	
	City of Arcadia Longden	Operational
	City of Arcadia Live Oak	Operational
	• City of Monrovia Tower 1&2	Operational
	• City of Monrovia Tower 3&4	Operational
	• SGVWC Plant 11	Operational

XII. ATTORNEY'S REPORT

PADILLA

XIII. LEGISLATIVE REPORT

MONARES

XIV. EXECUTIVE DIRECTOR'S REPORT

SCHOELLERMAN

XV. FUTURE AGENDA ITEMS

PAULSON

XVI. INFORMATION ITEMS [enc]

PAULSON

- (a) San Gabriel Basin Water Calendar
- (b) WQA Election Schedule for Cities Without Pumping Rights

XVII. FUTURE BOARD/COMMITTEE MEETINGS

PAULSON

- (a) The next Legislative/Public Information Committee meeting was scheduled for Tuesday, September 12, 2023 at 9:00 a.m.
- (b) The next Administrative/Finance Committee Meeting was scheduled for Tuesday, September 12, 2023 at 10:00 a.m.
- (c) The next WQA Board meeting was scheduled for Wednesday, September 20, 2023 at 12:00 p.m.

XVIII. CLOSED SESSION

PAULSON

Item (b) may be heard out of order before Agenda Item X.(d) should the Board wish to discuss the matter further before final approval in open session.

- (a) Closed Session Pursuant to Government Code Section 54956.9(d)(1)

 Conference with Legal Counsel re: Existing Litigation San Gabriel Basin Water
 Quality Authority v. 3M Company et al, USDC Case No. 2:23-av-55555-CIV
- (b) Closed Session Pursuant to Government Code Section 54957 Public Employee Performance Evaluation

Title: Executive Director.

XIX. RECONVENE OPEN SESSION

PAULSON

XX. BOARD MEMBERS' COMMENTS/REPORTS

PAULSON

XXI. ADJOURNMENT

PAULSON

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

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

From: Darin Kasamoto General Manager

Date: Sept. 6, 2023

Subject: General Manager's Report

1. SWP UPDATE

The Delta Conveyance Project (DCP) Public Draft EIR Comment period has ended. The EIR process should be completed by the end of 2023.

On April 20, the State Water Project allocation was increased from 75% to 100%. This is the first 100% allocation since 2006. The allocation will provide 28,800 ac-ft.

Class 8 Contractors would like to hire Provost and Pritchard to analyze water supply challenges on the East Branch of the Project.

2. MAIN SAN GABRIEL BASIN UPDATE

As of September 1, 2023, the Key Well is at 227.4 feet. The historic low is 169.4 feet.

3. GRANT PROGRAM UPDATES

The District, through Steve Bucknam and Hazen and Sawyer, is continuously monitoring grant programs that could help fund District and city projects.

The District has applied for a Bureau of Reclamation grant to help fund some projects in the Raymond Basin on behalf of the Foothill Water Coalition. The application was submitted on March 31, 2023.

The District has applied for a Bureau of Reclamation grant to help fund 50% of a Federally approved recycled water feasibility study. This study would make the District eligible for design and construction grant money in the future. The application was submitted on February 28, 2023.

The District has applied for a State Grant through DWR for Turf Replacement, supplement existing rebate programs, supplement direct install program, and education programs. The grant application also included some well projects from the four cities. The application was submitted on January 31, 2023, and sought about \$5 million for the various projects. DWR has said that there were some issues with the submittal which were addressed and the application was re-submitted on February 22, 2023.

4. MANAGEMENT ISSUES

The Letter of Intent for the Regional Recycled Water Project has been approved by all parties. I have had a follow-up with MWD on the next steps, and they want to look into the use of SGVMWD's existing infrastructure to add flexibility to the project. We have sent all of the information requested

by MWD for them to begin this analysis. The preliminary analysis performed by MWD indicates that it is physically possible to use our pipeline to get water to the treatment plant in La Verne. Stetson Engineers has been hired to analyze the benefits and potential downside of this proposal.

The District is monitoring some future groundwater banking programs for potential participation. More information will follow.

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

From: Steve Kiggins, Assistant General Manager

Cc: Darin Kasamoto, General Manager

Date: September 6, 2023

Subject: Assistant General Manager's Report

- August 2023 deliveries: 2,973 AF. SGVMWD delivered 2,113 AF to cyclic storage and 860 AF at North Azusa Connection for Covina Irrigating Company's (CIC's) surface water treatment facility on behalf of Three Valleys Municipal Water District (TVMWD). SGVMWD Table A Allocation CY 2023: 28,800 AF / 100%; September 1, 2023 Table A Balance: 21,626 AF
- 2. Total deliveries to cyclic storage CY 2023: 7,452 AF. Cyclic storage balance as of July 31, 2023: 7,888.89 AF. Amount of water banked on behalf of Dudley Ridge Water District: 14,209 AF
- September 2023 delivery forecast: A ~30 CFS delivery at San Dimas Hydro should continue all month. SGVMWD is currently restricted by DWR to 29 CFS due to capacity constraints on the East Branch Aqueduct. SGVMWD deliveries will be maximized as LA County/DWR capacities allow.
- 4. Hydro Power Production: May 306.2 MWh/\$15,219.70, June 291.4 MWh/\$14,590.39, July 242.9 MWh/\$14,541.29, August 182.4 MWh/\$14,335.80

5. Project Updates:

- A. HYDROELECTRIC FACILITY 24" BUTTERFLY VALVE REPLACEMENT: The valve is installed and paving was completed on July 28th. The Auma valve actuator was damaged when the valve was delivered to the job site. Auma tested/certified the actuator so the factory warranty will be honored. CP Construction is coordinating with Southwest Valve to install, terminate electrical connections, and perform an actuator startup and operational test. Power generation will only be affected on the day the actuator is installed and tested.
- B. SAN GABRIEL FLOW CONTROL STRUCTURE 30" BALL VALVE REPLACEMENT: The valve was delivered on July 26th. An award letter, construction agreement, and contract document checklist have been submitted to RC Foster Corporation.
- C. DCAP PIPELINE HYDRAULIC MODEL DEVELOPMENT AND TRANSIENT WAVE ANALYSIS: Civiltec was given view-only access to the SCADA servers and historical flow event data to help refine and verify the hydraulic model. Model development is continuing.
- D. DCAP SCH I PIPELINE CONTINUITY BONDING, CORROSION ASSESSMENT VALIDATION AND CATHODIC SYSTEM DESIGN: An award letter, construction agreement, and contract document checklist have been submitted to T.E. Roberts, Inc.

- 6. Assistant General Manager meetings and activities:
 - A. JPIA Training- Cal/OSHA and the Multi-Employer Worksite (Webex)
 - B. San Gabriel Basin Water Quality Authority meeting (Zoom)
 - C. Basin Water Management Committee meeting- Watermaster 101: Resources Development Assessment (RDA)
 - D. San Gabriel River Water Committee meeting (Zoom)
 - E. PWAG: Cybersecurity Awareness training (Teams)
 - F. Congresswoman Napolitano JPL Water Briefing for SGV Water Districts (Zoom)
 - G. Added COVID-19 and case-tracking documents to the Injury Illness Prevention Program (IIPP)
 - H. Main San Gabriel Basin Watermaster meeting
 - I. Met with Pure Technologies to discuss the latest condition assessment technologies and services applicable to the Devil Canyon-Azusa Pipeline
 - J. Weekly DWR / SWC Operations Update meetings (Teams)
 - K. Weekly DWR / SWC East Branch Capacity Coordination meetings (Teams)