



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

AGENDA

SOUTHEAST WATER COALITION

REGULAR MEETING OF THE ADMINISTRATIVE ENTITY

**CITY OF WHITTIER
EMERGENCY OPERATIONS CENTER
13200 PENN STREET
WHITTIER, CA 90602**

**THURSDAY, JULY 19, 2018
11:30 AM**

- 1. ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. CONSENT CALENDAR**

*****Consent Calendar items will be considered and approved in one motion unless removed by an Administrative Entity Member for discussion.*****

- a. **SEWC ADMINISTRATIVE ENTITY MINUTES OF MAY 17, 2018
REGULAR MEETING**

Recommendation: Approve minutes as submitted.

*****End of Consent Calendar*****

4. REQUEST FOR PROPOSAL (RFP) FOR PROGRAM MANAGEMENT SERVICES

Kyle Cason, AE Chair, City of Whittier

Recommendation: That the Administrative Entity take the following action:

Form an ad-hoc committee to discuss the status of current SEWC Program Management Services and draft a Request for Proposal (RFP) for Program Management Services.

5. AMENDMENT OF SOUTHEAST WATER COALITION (SEWC) CONFLICT OF INTEREST CODE

Kyle Cason, AE Chair, City of Whittier

Recommendation: That the Administrative Entity take the following actions:

- 1) Form an ad-hoc committee to review the current SEWC Conflict of Interest Code, 2018 Biennial Review Certification Form with filing instructions, and Amendment Forms;
- 2) Authorize ad-hoc committee to submit their recommendations to the SEWC Board of Directors at their August 2, 2018 Board meeting for approval.

6. LEGISLATIVE UPDATE AND ENGAGEMENT OF SEWC LOBBYIST

Kyle, AE Chair, City of Whittier

Recommendation: That the Administrative Entity take the following actions:

- 1) Review current water-related legislation and receive update on status of SB 623 and SB 998; and
- 2) Discuss engagement of SEWC lobbyist to monitor water-related legislation, provide status reports, and lobby on behalf of SEWC interests.

7. ACCESS TO STRATEGIC PLAN PROJECT DOCUMENTS

Kyle Cason, AE Chair, City of Whittier

Kristen Sales, KJServices Environmental Consulting

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the status of editable Strategic Plan Project

Documents via an accessible Google Drive.

8. AUGUST 2, 2018 BOARD OF DIRECTORS AGENDA

Kristen Sales, KJServices Environmental Consulting

Recommendation: Consider Draft SEWC JPA Board of Directors Agenda

9. WRITTEN COMMUNICATIONS

10. ADMINISTRATIVE ENTITY MEMBER COMMENTS

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act of 1990, the City of Whittier is committed to providing reasonable accommodations for a person with a disability. Please call Veronica Barrios with the City of Whittier at (562) 567-9501, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

The next meeting of the Southeast Water Coalition Administrative Entity will be on Thursday, September 20, 2018, 11:30 am, City of Whittier, Emergency Operations Center, 13200 Penn Street, Whittier, CA 90602.

I, Veronica Barrios, City of Whittier, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq. and City of Whittier Ordinance at the following locations: Whittier City Hall, Whittier Public Library, and the Whittwood Branch Library.

Dated: July 16, 2018



Veronica Barrios
Administrative Secretary
Department of Public Works

**MINUTES OF THE
SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
REGULAR MEETING OF THE ADMINISTRATIVE ENTITY**

**CITY OF DOWNEY
DOWNEY CITY HALL
11111 BROOKSHIRE AVE.
DOWNEY, CA 90241**

**THURSDAY, MAY 17, 2018
11:30 AM**

The regular meeting of the Southeast Water Coalition Joint Powers Authority Administrative Entity was called to order at 11:42 a.m. by AE Chair Dan Mueller. At the time the meeting was called to order a quorum of members were present. Roll call was taken with the following Administrative Entity members present:

1. ROLL CALL

Bob Ortega	City of Cerritos (arrived at 11:45 a.m.)
Gina Nila	City of Commerce
Dan Mueller	City of Downey
Derwin Dy	City of Lakewood (arrived at 11:50 a.m.)
Adriana Figueroa	City of Norwalk
Frank Beach	City of Santa Fe Springs
Gladis Deras	City of South Gate
Joanna Hurtado-Torres	City of Vernon
Phuong Nguyen	City of Whittier

Others in Attendance

Kristen Sales	KJServices Environmental Consulting
Kevin Sales	KJServices Environmental Consulting

2. PUBLIC COMMENTS

No Public Comments were received.

3. **CONSENT CALENDAR**

Administrative Entity (AE) Chair Dan Mueller (Downey) called for a motion to approve the Consent Calendar.

Adriana Figueroa (Norwalk) made a motion to approve the Consent Calendar. The motion was seconded by AE Chair Dan Mueller (Downey). With an abstention from Gina Nila (Commerce) and Frank Beach (Santa Fe Springs), the motion was approved by a unanimous voice vote of the Administrative Entity members.

4. **LEGISLATIVE UPDATE**

AE Chair Dan Mueller (Downey) provided an overview of the April 5, 2018 Board of Directors meeting, in which the Board approved to send letters of opposition for Senate Bill 998 (Dodd), Discontinuation of Residential Water Service, Senate Bill 623 (Monning), the Safe and Affordable Drinking Water Fund, and provisions for the Safe and Affordable Water Fund included in the Governor's Fiscal Year 2018-2019 Budget Trailer Bill. AE Chair Mueller confirmed the letters of opposition had been mailed and/or faxed to their respective committees, and noted as received.

AE Chair Mueller stated that passage of SB 998 would make it difficult to shut off residential water service, and that in the City of Downey, water service shut-offs typically result in immediate payment of funds owed. AE Chair Mueller stated that SB 998 would subsidize non-payment.

Regarding the Budget Trailer Bill, AE Chair Mueller stated that the primary opposition was coming from the Association of California Water Agencies (ACWA), and that ACWA was drafting amendments and alternate language for the Safe and Affordable Water Fund, in both the Budget Trailer Bill form and its SB 623 iteration. AE Chair Mueller stated that both versions of the legislation are concerning, but that there is a lot of opposition to the Fund from many water agencies across the state.

Adriana Figueroa (Norwalk) asked if there were lobbying services available for SEWC to help advocate against these bills. AE Chair Mueller stated that the SEWC budget does have money available for lobbying services, and that he would look into the lobbying services SEWC has used in the past. He also stated that the Central Basin Water Association (CBWA) had already sent letters of opposition to the bills. Ms. Figueroa asked that the AE contact Jason Wen to SEWC in contact with the CBWA's lobbyist. Ms. Figueroa also suggested that SEWC could spend a portion of the lobbying budget to donate to ACWA's efforts in opposition to the Budget Trailer Bill. Ms. Figueroa also stated she would reach out to the lobbyist for the Gateway Water Management Authority (GWMA), the Gonsalves Group, and share that information with the Administrative Entity.

AE Chair Mueller stated that copies of the SEWC letters of opposition would be emailed to all the AE members after the meeting.

The item was received and filed by a unanimous voice vote of the Administrative

Entity.

5. **FISCAL YEAR 2018-2019 SOUTHEAST WATER COALITION (SEWC) DRAFT BUDGET**

Administrative Entity (AE) Chair Dan Mueller (Downey) provided an overview of this item.

AE Chair Mueller (Downey) stated that the budget ad-hoc committee had met on May 10, 2018 via teleconference to work out the Fiscal Year (FY) 2018-2019 Southeast Water Coalition (SEWC) budget. AE Chair Mueller stated that the recommended FY 18-19 draft budget, Budget [B], is structured similarly to the FY 17-18 budget, with a \$5,000 credit off the \$10,000 annual member dues.

AE Chair Mueller explained the other Draft Budget options: [A] would assume a credit of \$3,750; [C] would assume a credit of \$6,250; and [D] would assume a credit of \$7,500.

AE Chair Mueller then explained that the budget ad-hoc committee had increased the Legal Services line item due to an expended increase in services required, including an annual review of SEWC from the group's attorney. AE Chair Mueller stated that the current SEWC legal counsel, Steve Dorsey of Richard, Watson & Gershon, is semi-retired and has not been asked to the AE or Board to provide consistent legal counsel to SEWC in the past few years. Adriana Figueroa (Norwalk) stated that another lawyer from Richard, Watson & Gershon, Mike Estrada, could take over from Mr. Dorsey as SEWC's contact for legal counsel, if necessary.

AE Chair Mueller continued to the Consultant Services line item, stating that the \$13,615 expenditure estimate for FY 17-18 constituted the remainder of the SEWC Strategic Plan tasks. AE Chair Mueller stated that the budget ad-hoc committee kept the \$50,000 figure for Consultant Services in case SEWC decided to pursue the planning grants and funding projects, as outlined in the Strategic Plan.

AE Chair Mueller stated it was the ad-hoc's recommendation that the AE approve Draft Budget [B] and take that Draft Budget to the Board for approval. He then opened the floor up to questions from the AE members.

Ms. Figueroa asked what the Consultant Services budget was in FY 17-18, and AE Chair Mueller replied that it was the same figure of \$50,000. Gina Nila (Commerce) asked if there is a specific threshold that SEWC's reserve balance should be under. Gladis Deras (South Gate) stated that she believed the reserve would be under \$50,000. AE Chair Mueller stated that the reserve balance has typically been a one-year operating budget, which is approximately what the reserve balance in Draft Budget [B] is. AE Chair Mueller stated with the addition of the Strategic Plan, additional funds were spent during FY 16-17 and 17-18 that had not been spent in previous years.

Ms. Deras asked if it would be necessary to go through an RFP process for

Consultant Services in FY 18-19. AE Chair Mueller stated that with the Lead Agency Transition and new Fiscal Year, SEWC would revisit both contracts for Consultant Services as-needed, and Program Management Services.

Ms. Figueroa asked if SEWC's MOU had expired or would be expiring soon, and if it needed to be extended or renewed, if the JPA Agreement language would need to be amended to include the issues under discussion. Ms. Figueroa asked if SEWC should engage Mr. Dorsey to review SEWC's MOU and JPA. AE Chair Mueller stated that he believed the MOU was still current and would not expire in several years, but stated that he would double-check. Ms. Sales (KJServices Environmental Consulting) stated that she would review the JPA documents and get back to Ms. Figueroa on this issue.

AE Chair Mueller also commented that that if there was additional work that needed to be done on legal review beyond the amount budgeted, these funds could come out of the Consultant Services line item.

AE Chair Mueller also explained that any funds from Consultant Services would be preliminary and exploratory fees relating to planning grants, and not construction projects. AE Chair Mueller stated that SEWC should utilize the Strategic Plan as a guidance document to check back in on the group's goals and objectives. Ms. Figueroa suggested that the Consultant Services line item for Draft Budget [B] be increased from \$50,000 to \$60,000, which would allow more agility to utilize Prop 1 funds to pursue grants.

AE Chair Mueller called for a motion to approve Draft Budget [B] with the \$60,000 Consultant Services line item and present only Draft Budget [B] to the Board of Directors at their meeting on June 7, 2018.

The motion was made by Ms. Nila (Commerce), and seconded by Ms. Deras (South Gate). The motion was approved by a unanimous voice vote of the Administrative Entity.

6. **FISCAL YEAR 2016-2017 SOUTHEAST WATER COALITION (SEWC) DRAFT AUDIT**

Administrative Entity (AE) Chair Dan Mueller (Downey) provided an overview of this item.

AE Chair Mueller stated that the auditor's findings yielded no discrepancies or differences from previous years' audits. AE Chair Mueller stated that they had not engaged White Nelson Diehl Evans (WNDE) to begin the FY 2017-2018 audit yet because he wanted to get the Administrative Entity members' thoughts on whether SEWC should continue with WNDE or engage another auditor due to the change in Lead Agency. AE Chair Mueller stated that Downey had chosen WNDE when they became Lead Agency in July 2016 because they had been doing the SEWC audit for several years and had experience with the group.

Adriana Figueroa (Norwalk) suggested that Downey ask Whittier what their preference is in using audit firms when the two cities meet to discuss the Lead Agency transition.

AE Chair Mueller (Downey) called for a motion to accept the Draft Financial Statements and submit them to the Board for approval. The motion was made by Ms. Figueroa (Norwalk), and seconded by Mr. Beach (Santa Fe Springs). The motion was approved by a unanimous voice vote of the Administrative Entity.

7. **SEWC STRATEGIC PLAN - GRANT OPPORTUNITIES EVALUATION**

Administrative Entity (AE) Chair Dan Mueller (Downey) provided an overview of this item.

AE Chair Mueller stated that since the AE meeting on March 15, 2018, SEWC Strategic Plan Consultant Ed Means, of Means Consulting, had compiled all the Project Summaries submitted by AE members at the Project Identification Workshop. Means Consulting organized the submitted Project Summaries by project categories into the Grant Opportunities Evaluation (GOE) document, attached. AE Chair Mueller stated that because several AE members submitted well construction projects, they have been included in the GOE, even though this category of project is rarely funded.

AE Chair Mueller continued that the GOE document provides a “wrap-up” for the Strategic Plan process, and stated that once a year, SEWC can regroup on abstracts and projects and update the GOE project list. AE Chair Mueller stated that SEWC can either engage Means Consulting to assist with this process, or SEWC can hire another consultant, or the Administrative Entity members can update the projects list themselves. AE Chair Mueller then opened the floor to questions about the Grant Opportunities Evaluation.

Frank Beach (Santa Fe Springs) asked how the GOE document would be updated if new projects come up in the future. Mr. Beach suggested that the GOE be treated as a living document, so that AE members have access to update it on an as-needed basis.

Adriana Figueroa (Norwalk) stated that if SEWC engages a consultant for additional Strategic Plan work, this would require approval by the Board. Ms. Figueroa also stated that adding new projects as they become available would require requesting project abstracts from the Administrative Entity members at regular intervals.

Gina Nila (Commerce) stated that SEWC should hire someone to monitor this project, and suggested perhaps incoming Lead Agency Whittier could issue a short list SOQ for candidates. Ms. Nila asked if SEWC could issue email requests for consultant services, rather than a full RFP process for bids. Ms. Nila also suggested that SEWC could utilize resources from the Gateway Water Management

Authority's (GWMA) list of consultants for SEWC projects. AE Chair Mueller stated that SEWC should consult legal counsel to verify this process. Gladis Deras (South Gate) stated she thought that GWMA has an RFP that SEWC could modify and use for this process.

AE Chair Mueller (Downey) called for a motion to edit the Grant Opportunity Evaluation to include language referencing the GOE as a "living document" and make the project appendix accessible and editable on an as-needed basis by AE members, then send to Means Consulting for his amendments. The motion was made by Ms. Nila (Commerce), and seconded by Ms. Figueroa (Norwalk). The motion was approved by a unanimous voice vote of the Administrative Entity.

8. **JUNE 7, 2018 BOARD OF DIRECTORS AGENDA**

Ms. Kristen Sales (KJServices) provided an overview of the following items to present at the next Policy Board meeting on June 7, 2018:

- 1) Fiscal Year 2018-2019 Draft Budget
- 2) Fiscal Year 2016-2017 Draft Audit
- 3) Grant Opportunities Evaluation and Finalization of Strategic Plan Process
- 4) Legislative Update
- 5) Lead Agency Transition

9. **WRITTEN COMMUNICATIONS**

Received an email that AE Member Chris Cash (Paramount) was leaving his position at the City.

10. **ADMINISTRATIVE ENTITY MEMBER COMMENTS**

Adriana Figueroa (Norwalk) stated that she would not be able to attend the June 7, 2018 Board meeting and that Norwalk had a new representative to the Board of Directors. Ms. Figueroa also suggested that at the next AE meeting, there be an item on the agenda regarding an RFP for Program Management Services.

AE Chair Dan Mueller (Downey) stated that representatives from Downey and Whittier would be meeting soon to discuss the Lead Agency transition.

Frank Beach (Santa Fe Springs) provided an update on the status of the proposed retail meter charge at the Central Basin Municipal Water District (Central Basin). He stated that the Board had approved budget Option #4 as proposed by the purveyor's ad-hoc. Option #4 increases surcharges on pass-through rates from MWD, but does not include any charge on retail meters. Mr. Beach also stated Central Basin cut their budget for school outreach education.

11. **ADJOURNMENT**

AE Chair Mueller adjourned the meeting at 12:54 p.m.

CHAIR

ATTEST:



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: July 19, 2018
To: Southeast Water Coalition Administrative Entity
From: Kyle Cason, AE Chair, City of Whittier

Subject: Request for Proposal (RFP) for Program Management Services

Recommendation: That the Administrative Entity take the following action:

Form an ad-hoc committee to discuss the status of current SEWC Program Management Services and draft a Request for Proposal (RFP) for Program Management Services.

Background:

Program Management Services for the Southeast Water Coalition (SEWC) have been provided by KJServices Environmental Consulting (KJS) since 2010. KJS was initially contact by AE member Adriana Figueroa (Norwalk) to provide Program Management Services, and KJS entered into a one-year contract with SEWC from January 1, 2010 to January 31, 2011.

The first two-year agreement was from January 1, 2012 to December 31, 2013. This contract was approved by the SEWC Board (under Lead Agency Santa Fe Springs) in February, 2012.

The last agreement was a two-year agreement from January 1, 2014 to December 31, 2015 (spanning Lead Agencies Pico Rivera and South Gate).

In February of 2016, the SEWC Board (under Lead Agency South Gate) approved a month-to-month contract with KJS to provide Program Management Services, which has been in place since that time.

In the few first years of KJS's involvement, the Program Management Services budget was set on a per meeting basis, plus an hourly billing rate with additional tasks. As the scope of services and level of support has changed over time, the Program Management Services budget has shifted.

During the City of Downey's Lead Agency (July 2016 - June 2018), the yearly, not-to-exceed budget for Program Management Services was set during the annual budget process. The approved FY '18-'19 budget for Program Management Services is \$17,000.

Discussion:

Since it has been more than two years since there was a contract in place for Program Management Services, it is recommended SEWC draft a Request for Proposal (RFP) for these services at the approved, not-to-exceed budget amount of \$17,000 per year.

It is recommended that the Administrative Entity discuss the status of current SEWC Program Management Services (see Administrative Support Scope of Work attached) and form an ad-hoc committee to draft an RFP for Program Management Services.

It is further recommended that after the ad-hoc committee drafts the RFP, the City of Whittier send out the RFP and the ad-hoc committee review proposals.

Attachment(s):

1. One-Year 2011 Agreement
2. Two-Year 2012 - 2013 Agreement
3. Two-Year 2014 - 2015 Agreement
4. SEWC Administrative Support Scope of Work

**AGREEMENT FOR
PROFESSIONAL SERVICES
SOUTHEAST WATER COALITION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the Southeast Water Coalition, a California joint powers entity, (hereinafter referred to as “SEWC”) and _____ Consulting, [*insert form of business entity, e.g. a California corporation*] (“Consultant”).

RECITALS

A. SEWC desires to utilize the services of Consultant as an independent contractor to provide administrative support services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. SEWC desires to retain Consultant and Consultant desires to serve SEWC to perform these services subject to the terms contained herein.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant’s Services.

1.1 Scope of Services. Consultant shall perform the professional services necessary to provide administrative support as more particularly described in Exhibit E, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, SEWC Representative shall be the Chairman of the Administrative Entity or such other person designated in writing by the Policy Board of the Southeast Water Coalition (the “SEWC Representative”). For the purposes of this Agreement, the Consultant Representative shall be Kevin Sales (the “Consultant Representative”).

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such

services from the SEWC Representative and shall perform and complete each task listed during and by the times indicated in Exhibit E.

2. Term of Agreement. The term of this Agreement shall be from January 1, 2011, through December 31, 2011, unless sooner terminated as provided in Section 13 herein.

3. Compensation. Subject to the maximum sums hereafter provided, SEWC shall pay Consultant the fees set forth in Exhibit E upon the completion of each phase of the Project. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is \$xx,xxx for the term set forth in Section 2. SEWC shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the SEWC Policy Board in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the SEWC Policy Board shall be compensated at a rate mutually agreed to by the parties.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day after completion of each phase, Consultant shall submit to SEWC invoices for all services performed and the expenses incurred pursuant to this Agreement during the completion of said phase. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. SEWC shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. SEWC shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon SEWC providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available to SEWC for review and audit by SEWC. SEWC may conduct such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to SEWC.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and

remain the property of SEWC without restriction or limitation upon its use or dissemination by SEWC. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by SEWC of any such materials on any project other than the project for which they were prepared shall be at the sole risk of SEWC unless SEWC compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to SEWC, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SEWC. Neither SEWC nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of SEWC, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold SEWC harmless from any and all taxes, assessments, penalties, and interest asserted against SEWC by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SEWC harmless from any failure of Consultant to comply with applicable workers' compensation laws. SEWC shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to SEWC from Consultant as a result of Consultant's failure to promptly pay to SEWC any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by SEWC. SEWC shall grant such authorization if disclosure is required by law. All SEWC data shall be returned to SEWC upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the SEWC Administrative Entity Chair, perform work for another person or entity for whom Consultant is not currently performing work that would require

Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless SEWC, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance.

11.1. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by SEWC, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; (3) professional liability (errors and omissions) insurance, with minimum combined single limits coverage of \$1,000,000, on a form approved by the SEWC Attorney; and (4) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. SEWC, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against SEWC and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by SEWC; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to SEWC. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 11.

11.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits B, C and D. Consultant is required to file the completed policy endorsements with SEWC on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with SEWC. The completed endorsements are subject to the approval of SEWC. If for any reason it shall not be possible to obtain endorsements on

SEWC's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on SEWC's forms unless otherwise agreed by the SEWC Administrative Entity Chair.

12. Cooperation. In the event any claim or action is brought against SEWC relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which SEWC might require.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and SEWC's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to SEWC: SEWC Lead Agency
 Lead Agency Address
 City, State, Zip Code
 Fax Number

If to Consultant: *[Insert Name & Title]*
 [Insert Name of Business Entity]
 [Street Address]
 [City, State, Zip]
 Fax: () _____ - _____

15. NonDiscrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status,

national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SEWC of any payment to Consultant constitute or be construed as a waiver by SEWC of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SEWC shall in no way impair or prejudice any right or remedy available to SEWC with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and SEWC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

Southeast Water Coalition

By:
Joseph Serrano, Chairman
SEWC Policy Board

ATTEST:

By:
I. Jim
Glancy,
Administrative
Entity Chair

APPROVED AS TO FORM:

KJ Sales Environmental Consulting

By: _____
Steve Dorsey
SEWC Attorney

By:
Name: Kevin Sales
Title: Principal

By:
Name:
Title:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description:

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, defend, indemnify, and hold harmless the Southeast Water Coalition and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

SEWC agrees to promptly inform Indemnitor in writing of any claim that SEWC believes to be subject to this Indemnification Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the

scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name

Name

By:

Its

By:

Its

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Southeast Water Coalition ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

SEWC - Lead Agency
 Lead Agency
 Lead Agency Address
 City, State, Zip Code

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH <u>THIS ENDORSEMENT ATTACHES</u>	POLICY PERIOD <u>FROM/TO</u>	LIMITS OF <u>LIABILITY</u>
--	---------------------------------	-------------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- Contractual Liability
- Owners/Landlords/Tenants
- Manufacturers/Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Extended Bodily Injury
- Broad Form Comprehensive General Liability Endorsement
- Explosion Hazard
- Collapse Hazard
- Underground Property Damage
- Pollution Liability
- Liquor Liability

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured (“Named Insured”):

Name and address of Insurance Company (“Company”):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Southeast Water Coalition (“Public Agency”), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds (“Above-Named Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

SEWC - Lead Agency
Lead Agency
Lead Agency Address
City, State, Zip Code

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured (“Named Insured”):

Name and address of Insurance Company (“Company”):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Southeast Water Coalition (“Public Agency”), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds (“Above-Named Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company’s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company’s limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes

liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

SEWC - Lead Agency
Lead Agency
Lead Agency Address
City, State, Zip Code

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- Following Form
- Umbrella Liability
-

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$
applies to all coverage(s) except: *(if none, so state).*

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT E
SCOPE AND LEVEL OF SERVICES

**AGREEMENT FOR
PROFESSIONAL SERVICES
SOUTHEAST WATER COALITION**

THIS AGREEMENT is made and entered into this ____ day of February, 2012 by and between the Southeast Water Coalition, a California joint powers entity, (hereinafter referred to as "SEWC") and KJ Services Environmental Consulting, a sole-proprietorship ("Consultant").

R E C I T A L S

A. SEWC desires to utilize the services of Consultant as an independent contractor to provide administrative support services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. SEWC desires to retain Consultant and Consultant desires to perform these services subject to the terms contained herein.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope of Services. Consultant shall perform the professional services necessary to provide administrative support as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. Consultant shall only perform administrative support services and shall not perform design, engineering or other professional services unless this Agreement is amended to specifically so provide.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, SEWC Representative shall be the Chairman of the Administrative Entity or such other person designated in writing by the Policy Board of the Southeast Water Coalition (the "SEWC Representative"). For the purposes of this Agreement, the Consultant Representative shall be Kevin Sales (the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the SEWC Representative and shall perform and complete each task listed during and by the times indicated in Exhibit B.

2. Term of Agreement. The term of this Agreement shall be from January 1, 2012, through December 31, 2013, unless sooner terminated as provided in Section 13 herein.

3. Compensation. Subject to the maximum sums hereafter provided, SEWC shall pay Consultant the fees set forth in Exhibit B upon the completion of each phase of the Project. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is \$12,000 for the term set forth in Section 2. SEWC shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the SEWC Policy Board in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the SEWC Policy Board shall be compensated at a rate mutually agreed to by the parties.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day after completion of each phase, Consultant shall submit to SEWC invoices for all services performed. The invoices shall describe in detail the services rendered during the period and shall show the days worked, Administrative Entity meetings attended; number of hours worked, the hourly and flat rates charged, and, for services provided on an hourly rates basis, the services performed for each day in the period. SEWC shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. SEWC shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon SEWC providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available to SEWC for review and audit by SEWC. SEWC may conduct such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to SEWC.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of SEWC without restriction or limitation upon its use or dissemination by SEWC. Such material shall not be the subject of a copyright application by Consultant.

Any alteration or reuse by SEWC of any such materials on any project other than the project for which they were prepared shall be at the sole risk of SEWC unless SEWC compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to SEWC, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SEWC. Neither SEWC nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of SEWC, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold SEWC harmless from any and all taxes, assessments, penalties, and interest asserted against SEWC by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SEWC harmless from any failure of Consultant to comply with applicable workers' compensation laws. SEWC shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to SEWC from Consultant as a result of Consultant's failure to promptly pay to SEWC any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by SEWC. SEWC shall grant such authorization if disclosure is required by law. All SEWC data shall be returned to SEWC upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the SEWC Administrative Entity Chair, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless SEWC, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as

Exhibit A and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by SEWC, workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater.

12. Cooperation. In the event any claim or action is brought against SEWC relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which SEWC might require.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and SEWC's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties are the following addresses:

If to SEWC: City of Santa Fe Springs (SEWC Lead Agency)
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: Donald K. Jensen, Director of Public Works
(562) 462-1231 (Fax Number)

If to Consultant: Kevin Sales
K J Services Environmental Consulting
12025 Florence Avenue, Suite 201
Santa Fe Springs, CA 90670
Fax: (562) 944-3267

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that

subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SEWC of any payment to Consultant constitute or be construed as a waiver by SEWC of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SEWC shall in no way impair or prejudice any right or remedy available to SEWC with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SEWC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

Southeast Water Coalition

By: _____
Joseph D. Serrano, Sr., Chairman
SEWC Policy Board

ATTEST:

By: _____
Jim Glancy, Administrative Entity Chair

APPROVED AS TO FORM:

By: _____
Steve Dorsey
SEWC Attorney

KJ Sales Environmental Consulting

By: _____
Name: Kevin Sales
Title: Principal

By: _____
Name:
Title:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, defend, indemnify, and hold harmless the Southeast Water Coalition and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

SEWC agrees to promptly inform Indemnitor in writing of any claim that SEWC believes to be subject to this Indemnification Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to

activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name _____

Name _____

By: _____
Its

By: _____
Its

AMENDMENT NO. 1
TO THE "AGREEMENT FOR PROFESSIONAL SERVICES SOUTHEAST WATER COALITION" WITH KJSERVICES ENVIRONMENTAL CONSULTING

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES SOUTHEAST WATER COALITION WITH KJ SERVICES ENVIRONMENTAL CONSULTING ("Amendment No. 1"), effective as of the date specified in paragraph 3 hereof, is made and entered into by and between the Southeast Water Coalition ("SEWC"), and KJServices Environmental Consulting ("CONSULTANT").

RECITALS

- A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services Southeast Water Coalition*, ("Agreement") relating to professional services for SEWC.
- B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 3 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Section 1.1 is hereby amended as follows:

Consultant shall perform the professional services necessary to provide administrative support as described in the Agreement and in Exhibit A dated September 6, 2013, attached hereto and incorporated herein by this reference as though set forth in full. Consultant shall only perform administrative support services and shall not perform design, engineering or other professional services unless this Agreement is amended to specifically so provide.

2. TERM OF THE AGREEMENT

Section 2 is hereby amended as follows:

The term of this Agreement shall be from January 1, 2014, through December 31, 2015, unless sooner terminated as provided in Section 13 herein.

3. COMPENSATION

Section 3 is hereby amended as follows:

Subject to the maximum sums hereafter provided, SEWC shall pay Consultant the fees set forth in Exhibit A upon the completion of each phase of the Project. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is \$12,000 for the term set forth in Section 2. SEWC shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims

for additional services performed by Consultant will be allowed unless such additional work is authorized by the SEWC Policy Board in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the SEWC Policy Board shall be compensated at a rate mutually agreed to by the parties.

4. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the SEWC and CONSULTANT shall remain in full force and effect.

5. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether SEWC or CONSULTANT, executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

Southeast Water Coalition

Gustavo V. Camacho
SEWC Policy Board Chairman

Dated: _____

ATTEST:

James B. Glancy
Administrative Entity Chairman

APPROVED AS TO FORM

Steve Dorsey,
SEWC Attorney

KJServices Environmental Consultant

Kevin Sales
Title: Principal

Dated: _____

SEWC Administrative Support Scope of Work

Monthly Meetings

The consultant shall provide administrative support for the Southeast Water Coalition's Administrative Entity and Policy Board's bi-monthly meetings as well as prepare the meetings' agenda, staff reports (as requested) and the previous meetings' minutes. Responsibilities also include researching and providing supporting documents for each meetings' agenda items.

The consultant shall attend each monthly meetings and provide general administrative support including, but not limited to, the following:

1. Provide a meeting sign-in list.
2. Supply additional copies of the agenda packet and copies of supporting documents, as required.
3. Ensure that the approved minutes of the previous meeting are signed by the AE Chair or Policy Board Chair and provide them to the Lead Agency representative for retention.
4. Take minutes at each meeting.
5. Ensure necessary A/V or meeting equipment is provided at the meeting venue.
6. Ensure proper meeting room setup and assist with the coordination of meeting catering, as requested.
6. Provide general administrative support for the monthly meetings.

Monthly Support

The Consultant shall provide general administrative support to the AE and Policy Board. These activities may include the following:

1. Preparation of administrative documents such as the annual budget.
2. Preparation and submittal of State or Federal forms.
3. Preparation and submittal of position letters to regulatory agencies, elected officials, water providers, and other interested parties.
4. The consultant shall assist with the coordination of communication and notifications among the Administrative Entity members and between the AE and the Policy Board.
5. Other duties as assigned.



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: June 19, 2018
To: Southeast Water Coalition Administrative Entity
From: Kyle Cason, AE Chair, City of Whittier
Subject: **Amendment of Southeast Water Coalition (SEWC) Conflict of Interest Code**

Recommendation: That the Administrative Entity take the following actions:

- 1) Form an ad-hoc committee to review the current SEWC Conflict of Interest Code, 2018 Biennial Review Certification Form with filing instructions, and Amendment Forms;
- 2) Authorize ad-hoc committee to submit their recommendations to the SEWC Board of Directors at their August 2, 2018 Board meeting for approval.

Background:

The Political Reform Act requires local government agencies to review its conflict of interest code biennially to determine if any changes need to be made. The Southeast Water Coalition (SEWC) must review their own Conflict of Interest Code to determine if changes need to be made and submit a Biennial Review Certification Form (attached) to the Board of Supervisors by October 1, 2018. The Certification Form is required whether or not changes are made to the Code.

The Fair Political Practices Commission (FPPC) recommends agencies amend their Code if:

- current Code is more than five years old
- there have been substantial changes to the agency's organizational structure
- there have been new positions added or old positions deleted
- there have been substantial changes in duties or responsibilities for any positions

If SEWC elects to amend their Conflict of Interest Code, the amended code must be forwarded to the Board of Supervisors within 90 days of filing the Biennial Review Certification Form. For example, if the Certification Form is filed on the deadline of October 1, 2018, the new amended Code would need to be submitted to the Board of Supervisors by December 29, 2018.

SEWC ADMINISTRATIVE ENTITY STAFF REPORT - REGULAR MTG. OF 7/19/2018
AMENDMENT OF SOUTHEAST WATER COALITION (SEWC) CONFLICT OF
INTEREST CODE

Page 2 of 2

The current SEWC Conflict of Interest Code (attached) became effective on December 7, 2005, and has not been updated since.

It is recommended that the Administrative Entity discuss the current Conflict of Interest Code, and form an ad-hoc committee to review and discuss possible changes to be made. It is further recommended that the Administrative Entity authorize the ad-hoc committee to submit their revised Conflict of Interest Code to the SEWC Board of Directors to review and approve at their August 2, 2018 Board meeting.

Attachment(s):

1. Current SEWC Conflict of Interest Code
2. 2018 Biennial Review Certification Form
3. Amendment Forms

Conflict of Interest Code
of the

SOUTHEAST WATER COALITION

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board Members, Governing Board Members, Alternate Board Members, as appropriate, and its agency head (Agency/Department Head, Executive Officer or Chief Executive Officer, Superintendent, or Director), and forward the originals of such statement to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

SOUTHEAST WATER COALITION

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from water purveyors, and from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclose category.

CATEGORY 2

Persons in this category shall disclose all interests in real property in the jurisdiction.

CATEGORY 3

Persons in this category shall disclose all business positions with, investments in or income (including gifts and loans) received from business entities that are the type in which the Coalition may invest its funds.

CATEGORY 4

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendation or counsel to the agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the executive officer (or head) of the agency.

SOUTHEAST WATER COALITION

EXHIBIT "B"

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Board Member	1, 2
Administrative Entity Member	1, 2
Executive Director	1, 2
Secretary	1, 2
Legal Counsel	1, 2
Treasurer	3
Consultant	4

Effective: 12/07/05

Southeast Water Coalition,

The Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine if any changes are needed. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). The Board of Supervisors is the code reviewing body of your agency's Conflict of Interest Code. All Agency Heads or his/her designee are required to submit to the Board of Supervisors a [Biennial Review Certification Form](#), indicating whether or not changes are necessary. The deadline to submit the form is **October 1, 2018**. However, you could submit this form today if no amendment is required.

SHOULD YOU AMEND YOUR CODE?

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If an amendment to your agency's Conflict of Interest Code is required, the amended code must be forwarded to Board of Supervisors for approval within 90 days of filing the Biennial Review Certification Form. For example, if your agency files its certification form on August 1, 2018, indicating that an amendment is necessary, the deadline to submit the amended changes is November 1, 2018. An Agency's amended code is not effective until it has been approved by the Board of Supervisors.

Video Tutorial

Please visit the Fair Political Practices Commission (FPPC) [Website](#) to view a video tutorial on How to Amend a Conflict of Interest Code for Local Agencies.

TOOLS

If an amendment is required, the Board of Supervisors has developed some tools to assist with reviewing your present code and documenting any changes. Please use these tools when supplying us your changes. These tools can be accessed in the links below:

- [COI Agency Codes](#) (Review your agency's Conflict of Interest Code)
- COI Code Amendment Forms:
 - [Adding a Position](#)
 - [Deleting a Position](#)
 - [Changing a Position Title](#)
 - [Category Disclosure Change](#)
 - [Disclosure Change](#)

State law prohibits the Board of Supervisors from approving a Conflict of Interest Code that “fails to adequately differentiate between designated employees with different powers and responsibilities”. Therefore, it is appropriate to determine the extent of disclosure based on each position’s level of authority and specific function within the agency.

SUBMIT FORM

Please submit the form electronically by clicking this link [Biennial Review Certification Form](#). Complete any necessary fields and click on the “**Submit Form**” button. Or email the completed and signed form to COICODES-Desk@bos.lacounty.gov.

Thank you,

Don Garcia, Chief
Conflict of Interest/Lobbyist Division

2018 BIENNIAL REVIEW CERTIFICATION FORM

Submit now or no later than October 1, 2018

Name of Agency: _____

Name of Agency Head: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Agency Code Officer: _____ Office Phone No.: _____

E-Mail Address: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

1. AN AMENDMENT IS REQUIRED (Check all that apply):

Include new positions

Revise disclosure categories

Revise the titles of existing positions

Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions

Other (*describe*) _____

2. THE CODE IS CURRENTLY UNDER REVIEW BY THE CODE REVIEWING BODY.

3. NO AMENDMENT IS REQUIRED.

If your code has not been amended in more than five years, amendments may be necessary.

Verification (to be completed if no amendment is required)

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.

Signature of Agency Head or Designee

Date

Please complete your form electronically by first typing in your name in the signature field above and then clicking the "Submit Form" button.

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please submit this notice no later than Monday, October 1, 2018.

PLEASE DO NOT RETURN THIS FORM TO THE FPPC



County of Los Angeles

Conflict of Interest Code

Amendment Form for Adding a Position

An Amendment Form for Adding a Position is used for *existing* Conflict of Interest Codes only. It can be submitted at any time within 90 days after a position has been determined to be one that should be designated in your agency's Conflict of Interest Code.

Review the questions below. Apply each question to each position you intend to add to your agency's COI Code. If you answer "yes" to any question, your agency's Conflict of Interest Code may require an amendment.

Adding Positions:

1. Does the position make or advise on decisions that deal with the sale, purchase, leasing or renting of real property?
2. Does the position make decisions or advise in the expenditure of public funds that could have a private financial benefit?
3. Does the position's direct/indirect connection with agents and/or vendors have a financial impact on the entire agency?
4. Does the position deal with vendors that provide or supply goods and/or services associated with the limited job assignment of that position?
5. Does the position provide services on an as needed basis that would have a financial impact on the agency?
6. Does the position decide or advise on recommendations regarding the employment, dismissal, disciplinary procedures, negotiating with unions and/or employee benefits?

For additional assistance in determining what positions should be designated in your agency's Code, please refer to "How to Review a Conflict-of-Interest Code" and "How to Amend a Conflict-of-Interest Code".

The following page will provide you with sample language which may assist you in your justification/explanation for positions being added.

County of Los Angeles
Conflict of Interest Code
Amendment Form for Adding a Position

SAMPLE LANGUAGE

On the following page, you must include a brief **explanation/justification** for each position your agency is proposing to add to Exhibit B of your Conflict of Interest Code. The justification should indicate clearly what degree of discretion and decision-making authority each position possesses as it relates to the expenditures of public funds. It should also include the types of financial interest that may be affected by the decisions they make. Finally, you should recommend one or more disclosure categories for the position.

Examples of job descriptions as they relate to the expenditures of public funds:

- This position approves or makes recommendations, which are generally approved by superiors without significant review, pertaining to renting, leasing and purchasing real property used by the Agency.
- This position advises or makes recommendations, which are generally approved by superiors without significant review, regarding the acquisition of computer hardware, software and consultant services (or other easily identifiable types of goods and services).
- This position has authority to approve a wide variety of contracts or purchases and real property acquisitions.
- This position's decision-making authority is limited to purchasing and contracting for specific and easily predictable categories of goods and services.

Examples of Full Justification (job descriptions with recommended disclosure categories:

- **Contracts Monitor** – The position is responsible for monitoring all management services and consultant contracts and for making recommendations, which are generally followed with little higher level substantive review, regarding renewal, or non-renewal of such contracts and imposition of performance penalties. The contracts for which the position is responsible are limited to specific types of service contracts. Therefore, we recommend narrow disclosure under Category 4.
- **Administrative Services Manager II (Procurement Manager)**
The Administrative Services Manager II (Procurement Manager) administers the Department's procurement functions and is responsible for making decisions regarding the acquisition of services and supplies from a variety of vendor sources, including entering into personnel services agreements with contractors, awarding sole source purchase orders and issuing blanket purchase orders to vendors within the Department's delegated purchasing authority. This position also approves the payment of invoices for departmental goods and services. It is recommended that this position file under Category 4.



County of Los Angeles
Conflict of Interest Code
Amendment Form for Adding a Position

Name of Agency: _____

Name of Agency Code Officer: _____ Date: _____

My agency has added the following position(s):

Designated Position Title - _____

Justification for Addition:

Designated Position Title - _____

Justification for Addition:

Designated Position Title - _____

Justification for Addition:

Designated Position Title - _____

Justification for Addition:



County of Los Angeles
Conflict of Interest Code
Amendment Form for Deleting a Position

Name of Agency: _____

Name of Agency Code Officer: _____ Date: _____

My agency has deleted the following position(s):

Designated Position to be Deleted - _____

1. What is the reason for deleting the position? _____

2. Were the duties completely eliminated? _____

3. Did another position absorb the duties of the deleted position?

a. If yes, which position? _____

b. Does this position require a change in its existing disclosure category? _____
If yes, please complete Disclosure Change Form

Designated Position to be Deleted - _____

1. What is the reason for deleting the position? _____

2. Were the duties completely eliminated? _____

3. Did another position absorb the duties of the deleted position?

a. If yes, which position? _____

b. Does this position require a change in its existing disclosure category? _____
If yes, please complete Disclosure Change Form



County of Los Angeles

Conflict of Interest Code

Amendment Form for Changing a Position Title

An Amendment Form for a Title Change is used for existing Conflict of Interest Codes only.

Review the questions below Apply these questions to each position in your code for which you intend to change the position title.

1. Is the revision simply a title change?
2. Have the position's duties changed (increased or indecreased duties)?

NOTE: If this is a title change only and the duties and responsibilities remain the same, you may state that in the space on the following page.

If the duties have increased or decreased and if the revision requires a change in the level of disclosure you must provide a brief explanation.



County of Los Angeles
Conflict of Interest Code
Amendment Form for Changing a Position Title

Name of Agency: _____

Name of Agency Code Officer: _____ Date: _____

My agency has the following title change(s):

Current Position Title: _____

Position Title Changed to: _____

Reason for the Change:

Is this simply a title change with no change in responsibilities? If yes, no further information is needed. If no, briefly describe the increased and/or decreased responsibilities.

Current Position Title: _____

Position Title Changed to: _____

Reason for the Change:

Is this simply a title change with no change in responsibilities? If yes, no further information is needed. If no, briefly describe the increased and/or decreased responsibilities.

Current Position Title: _____

Position Title Changed to: _____

Reason for the Change:

Is this simply a title change with no change in responsibilities? If yes, no further information is needed. If no, briefly describe the increased and/or decreased responsibilities.



County of Los Angeles
Conflict of Interest Code
Amendment Form for Category Disclosure Change

Name of Agency: _____

Name of Agency Code Officer: _____ Date: _____

My agency has the following Category Disclosure Change(s):

NOTE: If changing the wording of the Disclosure Category described in your code in Exhibit "A", you must explain your reason in detail. Also, list all currently designated positions that will be affected by this change.

Category to be Changed - _____

Justification for Change:

Wording Changed to:

Positions Affected by the Change:

State law prohibits the Board of Supervisors from approving a conflict of interest code that "fails to adequately differentiate between designated employees with different powers and responsibilities". Therefore, it is appropriate to determine the extent of disclosure based upon each position's level of authority and specific function within the agency.



County of Los Angeles
Conflict of Interest Code
Amendment Form for Disclosure Change

Name of Agency: _____

Name of Agency Code Officer: _____ Date: _____

My agency has the following Disclosure change(s):

NOTE: If changing the disclosure category of a designated position in your code you must provide a brief explanation of what has changed. Has the scope of duties increased or decreased? Also, provide a brief description of the duties performed by that position in order to justify the change.

Position Title - _____

Current Category: _____ Change Category to: _____

Justification for Category Change:

Position Title - _____

Current Category: _____ Change Category to: _____

Justification for Category Change:

Position Title - _____

Current Category: _____ Change Category to: _____

Justification for Category Change:

**SOUTHEAST WATER COALITION
JOINT POWERS AUTHORITY
AGENDA REPORT**

Date: June 19, 2018
To: Southeast Water Coalition Administrative Entity
From: Kyle Cason, AE Chair, City of Whittier
Subject: **Legislative Update and Engagement of SEWC Lobbyist**

Recommendation: That the Administrative Entity take the following actions:

- 1) Review current water-related legislation and receive update on status of SB 623 and SB 998; and
- 2) Discuss engagement of SEWC lobbyist to monitor water-related legislation, provide status reports, and lobby on behalf of SEWC interests..

Background

The Southeast Water Coalition (SEWC) has been tracking the progression of Senate Bill 623 (Monning), the Safe and Affordable Drinking Water Fund, and Senate Bill 998 (Dodd), Discontinuation of Residential Water Service for several months. SB 623 was included, with slight modifications, in the Governor's Budget Trailer Bill for the State's Fiscal Year 2018-2019 budget. SEWC sent letters of opposition on SB 623, the Budget Trailer Bill, and SB 998.

In mid-June, the Safe and Affordable Drinking Water Fund was dropped from the Governor's Budget. To date, there has been no additional movement on SB 623.

SB 998 was last amended on June 14, 2018. On June 26, SB 998 was reviewed and passed the Assembly on Environmental Safety and Toxic Materials with a vote of 4 to 1 (2 No Votes). The bill was re-referred to the Assembly Appropriations Committee, where it is currently being held. The bill as currently written requires:

- urban and community water systems (CWS) to have a written policy on discontinuation of service, in prescribed languages, and available online, and in written form on request to customers
- moneys collected from enforcement be deposited in the Safe Drinking Water Account, administered by the SWRCB
- CWS not discontinue service to a customer until they are 60 days delinquent
- CWS to contact the customer at least 7 days before discontinuation on service

SEWC ADMINISTRATIVE ENTITY AGENDA REPORT- REGULAR MTG. OF 7/19/18
LEGISLATIVE UPDATE AND ENGAGEMENT OF SEWC LOBBYIST

Page 2 of 2

regarding their written policy and once service is discontinued, provide information on how to reconnect service and petition for a waiver of reconnection fees

- CWS to waive reconnection fees for customers 200% below the federal poverty line and limit reconnection fees for all other customers
- CWS to report the annual number of discontinued customers annually and make this information available online
- CWS to comply to all regulations by February 1 or April 1, 2020

SB 998 would amend the section of the Health and Safety Code that relates to water.

Discussion

Due to Section 106.3 of the Water Code, declaring every Californian's right to water, there have been a number of water-related bills come before the state legislature.

Objective 2.1.1 of the SEWC Strategic Plan is to "Monitor and track State, federal, and regional water policy and regulations.

The approved Fiscal Year (FY) 2018-2019 SEWC Budget allocates \$20,000 for As Needed Government Relations.

At the May 17, 2018 Administrative Entity meeting, Adriana Figueroa (Norwalk) mentioned the option of engaging a lobbyist to advocate on behalf of SEWC. SEWC has engaged a lobbyist in the past, but has not done so for several years. Ms. Figueroa contacted Jason Gonsalves, of Joe A. Gonsalves & Son, to provide an update on the status of SB 623, SB 998 and the Budget Trailer Bill.

It is recommended that the Administrative Entity discuss spending allocated Budget funds to engage a lobbyist to advocate on behalf of SEWC, and monitor and provide reports on pending water-related legislation.

Attachment(s):

1. SB 998 Currently Amended Text

AMENDED IN ASSEMBLY JUNE 14, 2018

AMENDED IN SENATE MAY 7, 2018

AMENDED IN SENATE APRIL 30, 2018

AMENDED IN SENATE APRIL 23, 2018

AMENDED IN SENATE APRIL 9, 2018

AMENDED IN SENATE MARCH 22, 2018

SENATE BILL

No. 998

Introduced by Senator Dodd

February 5, 2018

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

SB 998, as amended, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or

operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation ~~occurs~~. *occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account.* The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community water system that discontinues residential service to provide the customer with information on how to restore service and petition for a waiver of reconnection fees. The bill would require an urban and community water system to waive reconnection fees and offer a reduction or waiver of interest charges on delinquent bills for a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line and would limit the amount of a reconnection of service fee imposed on any other residential customer. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the

residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill’s provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill’s provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: no.

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

- 1 SECTION 1. The Legislature finds and declares as follows:
- 2 (a) All Californians have the right to safe, accessible, and
- 3 affordable water as declared by Section 106.3 of the Water Code.
- 4 (b) It is the intent of the Legislature to minimize the number of
- 5 Californians who lose access to water service due to inability to
- 6 pay.
- 7 (c) Water service discontinuations threaten human health and
- 8 well-being, and have disproportionate impact on infants, children,
- 9 the elderly, low-income families, communities of color, people
- 10 for whom English is a second language, physically disabled
- 11 persons, and persons with life-threatening medical conditions.
- 12 (d) When there is a delinquent bill, all Californians, regardless
- 13 of whether they pay a water bill directly, should be treated fairly,
- 14 and fair treatment includes the ability to contest a bill, seek
- 15 alternative payment schedules, and demonstrate medical need and
- 16 severe economic hardship.
- 17 (e) The loss of water service causes tremendous hardship and
- 18 undue stress, including increased health risks to vulnerable
- 19 populations.
- 20 (f) It is the intent of the Legislature that this act provide
- 21 additional procedural protections and expand upon the procedural
- 22 safeguards contained in the Public Utilities Code and Government

1 Code as of January 1, 2018, relating to utility service
 2 disconnections.

3 SEC. 2. Chapter 6 (commencing with Section 116900) is added
 4 to Part 12 of Division 104 of the Health and Safety Code, to read:

5
 6 CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER
 7 SERVICE
 8

9 116900. For the purposes of this chapter, the following
 10 definitions apply:

11 (a) “Board” means the State Water Resources Control Board.

12 (b) “Public water system” has the same meaning as defined in
 13 Section 116275.

14 (c) “Residential service” means water service to a residential
 15 connection that includes *individually metered* single-family
 16 residences, *individually metered and master-metered* multifamily
 17 residences, *master-metered* mobilehome parks, *individually*
 18 *metered mobilehomes in mobilehome parks*, or farmworker
 19 housing.

20 (d) “Urban and community water system” means a public water
 21 system that supplies water to more than 200 service connections.

22 (e) “Urban water supplier” has the same meaning as defined in
 23 Section 10617 of the Water Code.

24 116902. (a) An urban water supplier not regulated by the
 25 Public Utilities Commission shall comply with this chapter on and
 26 after February 1, 2020. ~~The urban water supplier shall adopt rules~~
 27 ~~to comply with this chapter.~~

28 (b) An urban and community water system regulated by the
 29 Public Utilities Commission shall comply with this chapter on and
 30 after February 1, 2020. The urban and community water system
 31 regulated by the Public Utilities Commission shall file advice
 32 letters with the commission to conform with this chapter.

33 (c) An urban and community water system not described in
 34 subdivision (a) or (b) shall comply with this chapter on and after
 35 April 1, 2020. ~~The urban and community water system shall adopt~~
 36 ~~rules to comply with this chapter.~~

37 116904. (a) An urban and community water system shall have
 38 a written policy on discontinuation of residential service for
 39 nonpayment available in English, the languages listed in Section
 40 1632 of the Civil Code, and any other language spoken by at least

1 10 percent of the people residing in its service area. The policy
2 shall include all of the following:

- 3 (1) A plan for deferred or reduced payments.
- 4 (2) Alternative payment schedules.
- 5 (3) A formal mechanism for a customer to contest or appeal a
6 bill.
- 7 (4) A telephone number for a customer to contact to discuss
8 options for averting discontinuation of residential service for
9 nonpayment.

10 (b) The policy shall be available on the urban and community
11 water system's Internet Web site, if an Internet Web site exists. If
12 an Internet Web site does not exist, the urban and community water
13 system shall provide the policy to customers in writing, upon
14 request.

15 (c) (1) The board may enforce the requirements of this section
16 pursuant to Sections 116577, 116650, and 116655. The provisions
17 of Section 116585 and Article 10 (commencing with Section
18 116700) of Chapter 4 apply to enforcement undertaken for a
19 violation of this section.

20 (2) All moneys collected pursuant to this subdivision shall be
21 deposited in the ~~General Fund~~ *Safe Drinking Water Account*
22 *established pursuant to Section 116590.*

23 116906. (a) (1) (A) An urban and community water system
24 shall not discontinue residential service for nonpayment until a
25 payment by a customer has been delinquent for at least 60 days.
26 No less than seven business days before discontinuation of
27 residential service for nonpayment, an urban and community water
28 system shall contact the customer named on the account by
29 telephone ~~and~~ *or* written notice.

30 (B) When the urban and community water system contacts the
31 customer named on the account by telephone pursuant to
32 subparagraph (A), it shall offer to provide in writing to the
33 customer the urban and community water system's policy on
34 discontinuation of residential service for nonpayment. An urban
35 and community water system shall offer to discuss options to avert
36 discontinuation of residential service for nonpayment, including,
37 but not limited to, alternative payment schedules, deferred
38 payments, minimum payments, procedures for requesting
39 amortization of the unpaid balance, and petition for bill review
40 and appeal.

1 (C) When the urban and community water system contacts the
 2 customer named on the account by written notice pursuant to
 3 subparagraph (A), the written notice of payment delinquency and
 4 impending discontinuation shall be mailed to the ~~owner~~ *customer*
 5 of the residence to which the residential service is provided. If the
 6 ~~owner's customer's~~ address is not the address of the property to
 7 which residential service is provided, the notice also shall be sent
 8 to the address of the property to which residential service is
 9 provided, addressed to "Occupant." The notice shall include, but
 10 is not limited to, all of the following information in a clear and
 11 legible format:

- 12 (i) The ~~owner's customer's~~ name and address.
- 13 (ii) The amount of the delinquency.
- 14 (iii) The date by which payment or arrangement for payment is
 15 required in order to avoid discontinuation of residential service.
- 16 (iv) A description of the process to apply for an extension of
 17 time to pay the delinquent ~~charges if the charges are beyond the~~
 18 ~~means of the owner to pay in full.~~ *charges.*
- 19 (v) A description of the procedure to petition for bill review and
 20 appeal.
- 21 (vi) A description of the procedure by which the customer may
 22 request *a deferred, reduced, or alternative payment schedule,*
 23 *including an amortization of the delinquent residential service*
 24 ~~charges.~~ *charges, consistent with the written policies provided*
 25 *pursuant to subdivision (a) of Section 116904.*

26 (2) If the urban and community water system is unable to make
 27 contact with the customer or an adult occupying the residence by
 28 telephone, and written notice is returned through the mail as
 29 undeliverable, the urban and community water system shall make
 30 a good faith effort to visit the residence and leave, *or make other*
 31 *arrangements for placement* in a conspicuous ~~place,~~ *place of,* a
 32 notice of imminent discontinuation of residential service for
 33 nonpayment and the urban and community water system's policy
 34 for discontinuation of residential service for nonpayment.

35 (b) If an adult at the residence appeals the water bill to the urban
 36 and community water system or any other administrative or legal
 37 body to which such an appeal may be lawfully taken, the urban
 38 and community water system shall not discontinue residential
 39 service while the appeal is pending.

1 116908. (a) An urban and community water system shall not
2 discontinue residential service for nonpayment if all of the
3 following conditions are met:

4 (1) The customer, or a tenant of the customer, submits to the
5 urban and community water system the certification of a ~~licensed~~
6 ~~medical professional~~ *primary care provider, as that term is defined*
7 *in subparagraph (A) of paragraph (1) of subdivision (b) of Section*
8 *14088 of the Welfare and Institutions Code, that discontinuation*
9 *of residential service will be life threatening to, or pose a serious*
10 *threat to the health and safety of, a resident of the premises where*
11 *residential service is provided.*

12 (2) The customer demonstrates that he or she is financially
13 unable to pay for residential service within the *urban and*
14 *community water system's normal ~~payment period~~ billing cycle.*
15 The customer shall be deemed financially unable to pay for
16 residential service within the *urban and community water system's*
17 *normal ~~payment period~~ billing cycle* if any member of the
18 customer's household is a current recipient of CalWORKs,
19 CalFresh, general assistance, Medi-Cal, Supplemental Security
20 Income/State Supplementary Payment Program, or California
21 Special Supplemental Nutrition Program for Women, Infants, and
22 Children, or the customer declares that the household's annual
23 income is less than 200 percent of the federal poverty level.

24 (3) The customer is willing to enter into an amortization
25 agreement, alternative payment schedule, or a plan for deferred or
26 reduced ~~payment~~ *payment, consistent with the written policies*
27 *provided pursuant to subdivision (a) of Section 116904, with*
28 *respect to all delinquent charges.*

29 (b) (1) If the conditions listed in subdivision (a) are met, the
30 urban and community water system shall offer the customer one
31 or more of the following options:

- 32 (A) Amortization of the unpaid balance.
- 33 (B) Participation in an alternative payment schedule.
- 34 (C) A partial or full reduction of the unpaid balance financed
35 without additional charges to other ratepayers.
- 36 (D) Temporary deferral of payment.

37 (2) The urban and community water system may choose which
38 of the payment options described in paragraph (1) the customer
39 undertakes and may set the parameters of that payment option.
40 Ordinarily, the repayment option offered should result in repayment

1 of any remaining outstanding balance within 12 months. An urban
2 and community water system may grant a longer repayment period
3 if it finds the longer period is necessary to avoid undue hardship
4 to the customer based on the circumstances of the individual case.

5 (3) Residential service may be discontinued no sooner than 5
6 business days after the urban and community water system posts
7 a final notice of intent to disconnect service in a prominent and
8 conspicuous location at the property under either of the following
9 circumstances:

10 (A) The customer fails to comply with an amortization
11 agreement, an alternative payment schedule, or a deferral or
12 reduction in payment plan for delinquent charges for 60 days or
13 more.

14 (B) While undertaking an amortization agreement, an alternative
15 payment schedule, or a deferral or reduction in payment plan for
16 delinquent charges, the customer does not pay his or her current
17 residential service charges for 60 days or more.

18 116910. An urban and community water system that
19 discontinues residential service for nonpayment shall provide the
20 customer with information on how to restore residential service
21 and petition for a waiver of reconnection fees pursuant to Section
22 116912.

23 116912. (a) For a residential customer who demonstrates to
24 an urban and community water system household income below
25 200 percent of the federal poverty line, the urban and community
26 water system shall waive reconnection fees and offer a reduction
27 or waiver of interest charges on delinquent bills once every 12
28 months. An urban and community water system may waive
29 reconnection fees and offer a reduction or waiver of interest charges
30 on delinquent bills more than once every 12 months. An urban and
31 community water system shall deem a residential customer to have
32 a household income below 200 percent of the federal poverty line
33 if any member of the household is a current recipient of
34 CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental
35 Security Income/State Supplementary Payment Program, or
36 California Special Supplemental Nutrition Program for Women,
37 Infants, and Children, or the customer declares that the household's
38 annual income is less than 200 percent of the federal poverty level.

39 (b) For a residential customer not described in subdivision (a),
40 an urban and community water system shall set a reconnection of

1 service fee for reconnection during normal operating hours at fifty
2 dollars ~~(\$50) or less, with (\$50), but not to exceed the actual cost~~
3 ~~of reconnection if it is less. Reconnection fees shall be subject to~~
4 an annual adjustment for changes in the Consumer Price Index
5 beginning January 1, 2021. For the reconnection of residential
6 service during nonoperational hours, an urban and community
7 water system shall set a reconnection of service fee at one hundred
8 fifty dollars ~~(\$150) or less, with (\$150), but not to exceed the actual~~
9 ~~cost of reconnection if it is less. Reconnection fees shall be subject~~
10 ~~to an annual adjustment for changes in the Consumer Price Index~~
11 ~~beginning January 1, 2021.~~

12 116913. (a) This section applies if there is a landlord-tenant
13 relationship between the residential occupants and the owner,
14 manager, or operator of the dwelling.

15 (b) If an urban and community water system furnishes
16 individually metered residential service to residential occupants
17 of a detached single-family dwelling, a multiunit residential
18 structure, mobilehome park, or permanent residential structure in
19 a labor camp as defined in Section 17008 of the Health and Safety
20 Code, and the owner, manager, or operator of the dwelling,
21 structure, or park is the customer of record, the urban and
22 community water system shall make every good faith effort to
23 inform the residential occupants, by means of written notice, when
24 the account is in arrears that service will be terminated at least 10
25 days prior to the termination. The written notice shall further
26 inform the residential occupants that they have the right to become
27 customers, to whom the service will then be billed, without being
28 required to pay any amount which may be due on the delinquent
29 account.

30 (c) The urban and community water system is not required to
31 make service available to the residential occupants unless each
32 residential occupant agrees to the terms and conditions of service
33 and meets the requirements of law and the urban and community
34 water system's rules and tariffs. However, if one or more of the
35 residential occupants are willing and able to assume responsibility
36 for the subsequent charges to the account to the satisfaction of the
37 urban and community water system, or if there is a physical means
38 legally available to the urban and community water system of
39 selectively terminating service to those residential occupants who
40 have not met the requirements of the urban and community water

1 system's rules and tariffs, the urban and community water system
2 shall make service available to those residential occupants who
3 have met those requirements.

4 (d) If prior service for a period of time is a condition for
5 establishing credit with the urban and community water system,
6 residence and proof of prompt payment of rent or other credit
7 obligation acceptable to the urban and community water system
8 for that period of time is a satisfactory equivalent.

9 (e) Any residential occupant who becomes a customer of the
10 urban and community water system pursuant to this section whose
11 periodic payments, such as rental payments, include charges for
12 residential water service, where those charges are not separately
13 stated, may deduct from the periodic payment each payment period
14 all reasonable charges paid to the urban and community water
15 system for those services during the preceding payment period.

16 (f) In the case of a detached single-family dwelling, the urban
17 and community water system may do any of the following:

18 (1) Give notice of termination at least seven days prior to the
19 proposed termination.

20 (2) In order for the amount due on the delinquent account to be
21 waived, require an occupant who becomes a customer to verify
22 that the delinquent account customer of record is or was the
23 landlord, manager, or agent of the dwelling. Verification may
24 include, but is not limited to, a lease or rental agreement, rent
25 receipts, a government document indicating that the occupant is
26 renting the property, or information disclosed pursuant to Section
27 1962 of the Civil Code.

28 116914. An urban and community water system shall report
29 the number of annual discontinuations of residential service for
30 inability to pay on the urban and community water system's
31 Internet Web site, if an Internet Web site exists, and to the board.
32 The board shall post on its Internet Web site the information
33 reported.

34 116916. The Attorney General, at the request of the board or
35 upon his or her own motion, may bring an action in state court to
36 restrain by temporary or permanent injunction the use of any
37 method, act, or practice declared in this chapter to be unlawful.

38 116917. All written notices required under this chapter shall
39 be provided in English, the languages listed in Section 1632 of the
40 Civil Code, and any other language spoken by 10 percent or more

1 of the customers in the urban and community water system's
2 service area.

3 116918. Where provisions of existing law are duplicative of
4 this chapter, compliance with one shall be deemed compliance
5 with the other. Where those provisions are inconsistent, the
6 provisions of this chapter shall apply. Nothing in this chapter shall
7 be construed to limit or restrict the procedural safeguards against
8 the disconnection of residential water service existing as of
9 December 31, 2018.

10 *116919. This chapter does not apply to the termination of a*
11 *service connection by an urban and community water system due*
12 *to an unauthorized action of a customer.*

O



Southeast Water Coalition

A joint powers authority to protect the Central Groundwater Basin

SOUTHEAST WATER COALITION JOINT POWERS AUTHORITY AGENDA REPORT

Date: July 19, 2018
To: Southeast Water Coalition Administrative Entity
From: Kyle Cason, AE Chair, City of Whittier
Kristen Sales, KJServices Environmental Consulting
Subject: **Access to Strategic Plan Project Documents**

Recommendation: That the Administrative Entity take the following action:

Receive and file an update on the status of editable Strategic Plan Project Documents via an accessible Google Drive.

Discussion:

At the May 17, 2018 meeting of the Administrative Entity, the AE members reviewed the Grant Opportunity Evaluation document prepared by Means Consulting. The AE voted to amended the language in this document to make the project abstracts and summaries to be a “living document,” that could be accessed and edited on an as-needed basis by the members of the Administrative Entity. At the June 7, 2018 meeting of the SEWC Board of Directors, the Board reviewed and approved the amended “living document” Grant Opportunity Evaluation, the final piece of the Strategic Planning process that was engaged in April of 2017.

To that end, a number of Strategic Plan Project documents have been uploaded to a Google Drive that will be accessible to AE members for their comments and edits. The “SEWC Projects Documents” folder includes subfolders:

- Strategic Plan Documents
 - PDF of approved Strategic Plan
 - PDF of approved Task 8 - Funding Opportunities
 - PDF of approved Grant Opportunity Evaluation
- Submitted Projects
 - PDF of Table of All Projects Submitted
 - PDF of Project Summaries of All Projects Submitted
- Grants
 - Word document of Grant Opportunities Summaries

There are two Excel files for AE members to edit:

- Blank Project Template
- SEWC Project Matrix
 - One Excel spreadsheet that includes tabs for the Table of All Projects Submitted, Project Summaries All, and every Project Summary submitted by the AE members during the Project Identification Workshop

The url to access these documents is: <https://bit.ly/2KOzFVU>

It is recommended that Administrative Entity members bookmark this file and edit the Project Summaries submitted on an as-needed basis. The Administrative Entity will continue to pursue grant funding opportunities throughout the fiscal year.

Attachment(s):

1. None