

KINNELOA IRRIGATION DISTRICT

Regular Meeting – Board of Directors
1999 Kinclair Drive, Pasadena, CA 91107
Tuesday, March 16, 2021
3:00 P.M.

AGENDA

This meeting will be conducted only by teleconference under the provisions of Executive Order N-29-20. Public comments may be submitted via email to kinneloa@outlook.com prior to the meeting and any information submitted will become part of the official record. The public may participate via computer or telephone using the following information:

<https://us02web.zoom.us/j/85823718385?pwd=WDDmdm9CNU5qZ1FHTVZsUTM0VU5VUT09>

+1 669 900 9128

Meeting ID: 858 2371 8385

Passcode: 647890

1. **CALL TO ORDER** – 3:00 P.M.
 - a. Declaration of a quorum
 - b. Review of agenda

2. **PUBLIC COMMENT** – Comments from the Public regarding items on the Agenda or other items within the jurisdiction of the District
In compliance with the Brown Act, the Board cannot discuss or act on items not on the Agenda. However, Board Members or District Staff may acknowledge Public comments, briefly respond to statements or questions posed by the Public, ask a question for clarification, or request Staff to place item on a future Agenda (Government Code section §54954.2)

3. **REVIEW OF MINUTES** – February 16, 2021
Recommended Action: Review and approve motion to file

4. **REVIEW OF FINANCIAL REPORTS** – February 28, 2021
Recommended Action: Review and approve motion to file

5. **GENERAL MANAGER'S REPORT** – Information item presented by the General Manager
Recommended Action: General Manager to summarize the report and respond to questions

6. **UPDATE ON EMERGENCY PREPAREDNESS PLAN** – General Manager to provide an update on the plan and activities related to emergency preparedness and staff training

7. **SIERRA MADRE VILLA & VILLA HEIGHTS WATER MAIN IMPROVEMENT PROJECT** – Results of competitive bidding process
Recommended Action: After discussion, award contract to lowest responsible bidder

8. **RESIGNATION OF DIVISION 2 DIRECTOR** – Resolution 2021-03-16
Recommended Actions: Approve resolution honoring Frank Griffith for his service; and provide direction to staff after discussion of procedures for filling vacancy

9. **APPOINTMENT OF BOARD CLERK**
Recommended Action: Appoint Martin Aragon, Office Manager to the position of Board Clerk

10. ELECTION OF KINNELOA IRRIGATION DISTRICT BOARD SECRETARY – With the resignation of Director Frank Griffith, it is necessary to elect a Board Secretary to fill the remainder of his term.

Recommended Action: Conduct election per the following procedure per Article 4.03 of the Kinneloa Irrigation District's Rules and Regulations

BOARD OFFICER ELECTION PROCEDURE

- a. The Chairman calls for nominations for the office of Secretary. Eligible nominees are Gerrie Kilburn and Tim Eldridge.
- b. A candidate is nominated.
- c. The nomination is seconded. If a second is not received, the nomination dies.
- d. The Chairman then asks if there are other nominations.
- e. All other nominations (if any) are received and seconded.
- f. The Chairman then calls for a vote and announces the results.

11. LOS ANGELES COUNTY REDEVELOPMENT OVERSIGHT BOARD NO. 5 -- ELECTION APPOINTMENT

Recommended Action: Review candidates and vote for desired candidate

12. DIRECTOR REPORTS AND/OR COMMENTS –

In accordance with Government Code §54954.2 Directors may make brief announcements or brief reports on their own activities. Directors may ask a question for clarification, provide a reference to staff or other resources for information, request staff to report back to the Directors at a subsequent meeting, or act to direct staff to place a matter of business on a future agenda.

13. CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code §54954.5(e): Title: General Manager

14. OPEN SESSION – REPORT ON CLOSED SESSION

15. CALENDAR – April 20, 2021 May 18, 2021 June 15, 2021

16. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a disabled person and need a disability-related modification or accommodation to participate in this meeting, please contact the District office 48 hours prior to the meeting at 626-797-6295. Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Material related to an item on this agenda submitted after distribution of the agenda packet is available for public review at the District office or online at the District's website <https://kinneloa Irrigation District.info>.

KINNELOA IRRIGATION DISTRICT

Regular Meeting – Board of Directors
1999 Kinclair Drive, Pasadena, CA 91107
Tuesday, February 16, 2021, 3:00 P.M.
MINUTES

Meeting conducted by teleconference under the provisions of Executive Order N-29-20.

The meeting was conducted by teleconference pursuant to the Brown Act Waivers provided for under the Governor’s Executive Orders in response to COVID-19 State of Emergency. As stated in the agenda, there was no public location for attending the meeting in person, however the public was provided with alternative methods of listening or participating via telephonically or by videoconference

DIRECTORS PRESENT: Zoom teleconference/videoconference (Zoom): Tim Eldridge, Frank Griffith, Gordon Johnson, Gerrie Kilburn and Dave Moritz

DIRECTORS ABSENT: None

STAFF PRESENT: Zoom: General Manager Melvin Matthews, Office Manager Martin Aragon & Senior Facilities Operator Chris Burt

PUBLIC PRESENT: Zoom: Stephen Brown

1. **CALL TO ORDER:** Director/Chair Gordon Johnson called the meeting to order at 3:00 P.M. and called the roll. A quorum of Board Members was present. The agenda was reviewed. Gordon Johnson requested that the Closed Session (6) discussion be addressed after the Director Reports and Comments (9).

2. **PUBLIC COMMENT:** Stephen Brown enquired if the inclusion of an outside consultant to develop the CIP should’ve been in the 1/26/21 minutes.

3. **REVIEW OF MINUTES:**

January 19, 2021 – It was motioned by Gerrie Kilburn and seconded by Tim Eldridge to approve minutes as presented for filing. A roll call vote was taken. Directors Tim Eldridge, Frank Griffith, Gordon Johnson, Gerrie Kilburn and Dave Moritz all voted *Aye*.

January 26, 2021 - It was motioned by Tim Eldridge and seconded by Gerrie Kilburn to approve the Minutes as presented for filing once it was amended to include “what might be done by a consultant and how it would be tied together” for developing the CIP. This addition would be included within the Directors Reports and Comments section (4). A roll call vote was taken. Directors Tim Eldridge, Frank Griffith, Gordon Johnson, Gerrie Kilburn and Dave Moritz all voted *Aye*.

4. **REVIEW OF FINANCIAL REPORTS:** Director Dave Moritz reviewed the Financial Reports. It was motioned by Tim Eldridge and seconded by Gerrie Kilburn to approve Financial Reports for filing. A roll call vote was taken. Directors Tim Eldridge, Frank Griffith, Gordon Johnson, Gerrie Kilburn and Dave Moritz all voted *Aye*.

5. **GENERAL MANAGER’S REPORT:** General Manager’s 2020 Annual Report was presented, and no actions were taken.

8 INFORMATION ITEMS

The General Manager provided an oral progress report for the Advanced Meter Infrastructure (AMI) and the Annual Report for 2021. The District received the Presidents Special Recognition Award from ACWA JPIA.

9 DIRECTOR REPORTS AND/OR COMMENTS:

Gordon Johnson:

Announced his intention to hold a dialogue with Melvin Matthews regarding the development of an agendum for a Master Plan/CIP document. The discussion would identify which of the elements of the generated document could be designated to staff versus a consultant. Based upon the discussions and comments during the January 26 2021 Board Meeting, an effort will be made to define the future direction of the District

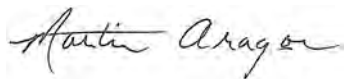
6 CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code §54954.5(e): Title - General Manager Melvin Matthews

7 OPEN SESSION – REPORT ON CLOSED SESSION: The follow-up on the Closed Session was postponed until March 16, 2021.

10 ADJOURNMENT

The meeting was adjourned at 4:00 pm.

Prepared and submitted by,



**Martin Aragon
Office Manager/Acting Board Clerk**

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Kinneloa Irrigation District
Income Statement for the Two Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues						
4000 Water Sales	101,903.40	112,000.00	(10,096.60)	228,627.13	224,000.00	4,627.13
4015 Wholesale Water Sales	17,342.28	0.00	17,342.28	47,081.59	0.00	47,081.59
4020 Service/Installation Charges	352.71	833.33	(480.62)	823.39	1,666.66	(843.27)
4035 Interest-Reserve Fund	638.05	1,250.00	(611.95)	809.30	2,500.00	(1,690.70)
4036 Unrealized Gain(Loss)-CalTRU	(2,430.04)	2,083.33	(4,513.37)	(2,378.67)	4,166.66	(6,545.33)
Total Revenues	117,806.40	116,166.66	1,639.74	274,962.74	232,333.32	42,629.42
Expenses						
5000 Leased Water Rights	0.00	0.00	0.00	63,135.00	63,135.00	0.00
5005 Electricity	14,354.65	10,000.00	4,354.65	26,083.07	20,000.00	6,083.07
5010 Maintenance/Repair Supplies	4,859.52	2,500.00	2,359.52	5,863.03	5,000.00	863.03
5011 Material and Labor for Install	0.00	833.33	(833.33)	0.00	1,666.66	(1,666.66)
5012 Safety Equipment	(101.55)	133.33	(234.88)	595.02	266.66	328.36
5015 Operations Labor	18,291.68	21,208.33	(2,916.65)	38,612.56	42,416.66	(3,804.10)
5016 Operations OT	935.04	1,291.67	(356.63)	2,553.18	2,583.34	(30.16)
5020 Stand-by Compensation	930.00	915.00	15.00	1,470.00	1,830.00	(360.00)
5022 Training/Certification	0.00	133.33	(133.33)	0.00	266.66	(266.66)
5025 Water Treatment/Analysis	1,449.56	1,833.33	(383.77)	4,210.10	3,666.66	543.44
5030 Maintenance/Repair Contractors	11,495.13	11,666.67	(171.54)	19,126.43	23,333.34	(4,206.91)
5034 Equipment Maintenance	0.00	1,666.67	(1,666.67)	0.00	3,333.34	(3,333.34)
5035 Vehicle Maintenance	6,573.52	1,250.00	5,323.52	6,798.52	2,500.00	4,298.52
5036 Fuel	761.47	1,666.67	(905.20)	1,684.85	3,333.34	(1,648.49)
5046 Insurance-Liability	1,387.46	1,333.33	54.13	2,774.92	2,666.66	108.26
5048 Insurance-Property	196.04	208.33	(12.29)	392.08	416.66	(24.58)
5049 Insurance-Medical	7,608.49	8,604.17	(995.68)	15,216.98	17,208.34	(1,991.36)
6000 Engineering Services	1,100.00	3,958.33	(2,858.33)	1,100.00	7,916.66	(6,816.66)
6005 Watermaster Services	870.08	1,000.00	(129.92)	1,740.16	2,000.00	(259.84)
6015 Administrative Salary	12,063.48	13,216.67	(1,153.19)	24,126.96	26,433.34	(2,306.38)
6017 Administrative Travel	0.00	250.00	(250.00)	0.00	500.00	(500.00)
6020 Board Compensation	450.00	700.00	(250.00)	1,350.00	1,400.00	(50.00)
6021 Administrative & Board Exp.	0.00	83.33	(83.33)	0.00	166.66	(166.66)
6024 Customer/Public Info. Prog.	200.00	166.67	33.33	400.00	333.34	66.66
6025 PERS - KID	3,257.39	3,500.00	(242.61)	6,748.19	7,000.00	(251.81)
6030 Social Security - KID	2,531.25	2,833.33	(302.08)	5,266.15	5,666.66	(400.51)
6031 Medicare - KID	592.02	666.67	(74.65)	1,231.63	1,333.34	(101.71)
6035 Office/Computer Supplies	482.89	583.33	(100.44)	900.33	1,166.66	(266.33)
6036 Postage/Delivery	347.72	416.67	(68.95)	679.52	833.34	(153.82)
6040 Professional Dues	535.24	1,250.00	(714.76)	1,070.48	2,500.00	(1,429.52)
6045 Legal Services	289.08	1,250.00	(960.92)	1,453.16	2,500.00	(1,046.84)
6050 Telephone	75.00	375.00	(300.00)	457.89	750.00	(292.11)
6051 Mobile Telephone	21.20	41.67	(20.47)	42.40	83.34	(40.94)
6052 Pagers	34.99	41.67	(6.68)	69.98	83.34	(13.36)
6053 Internet Service	0.00	83.33	(83.33)	87.64	166.66	(79.02)
6059 Computer Software Maintenance	383.33	1,000.00	(616.67)	788.36	2,000.00	(1,211.64)

Kinneloa Irrigation District
Income Statement for the Two Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
6061 Office Equipment Maintenance	0.00	83.33	(83.33)	0.00	166.66	(166.66)
6070 Office & Accounting Labor	8,831.25	10,479.17	(1,647.92)	18,174.75	20,958.34	(2,783.59)
6075 Professional/Contract Services	2,131.47	2,333.33	(201.86)	4,262.80	4,666.66	(403.86)
6080 Administrative Fees	1,036.66	1,036.67	(0.01)	1,990.39	2,073.34	(82.95)
6081 Permits/Fees	323.40	1,250.00	(926.60)	646.80	2,500.00	(1,853.20)
6086 Taxes - Sales/Use	0.00	291.67	(291.67)	0.00	583.34	(583.34)
6120 Bank Service Charges	1,142.43	750.00	392.43	1,815.69	1,500.00	315.69
Total Expenses	105,439.89	112,885.00	(7,445.11)	262,919.02	288,905.00	(25,985.98)
Net Income	12,366.51	3,281.66	9,084.85	12,043.72	(56,571.68)	68,615.40
Other Expenditures						
Total Other Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
Total Increase or (Drawdown)	12,366.51	3,281.66	9,084.85	12,043.72	(56,571.68)	68,615.40

Kinneloa Irrigation District
Balance Sheet as of February 28, 2021

ASSETS

Current Assets

1010	Checking-Wells Fargo Bank	\$ 498,149.79
1012	Reserve Fund-LAIF	127,916.83
1014	Reserve Fund-CalTRUST	1,762,476.28
1016	Accrued Interest-LAIF	121.90
1100	Accts. Receivable-Water Sales	32,558.70
1102	Accts. Receiv.-Wholesale Water	29,739.31
1113	Employee Loans	200.69
1190	Allowance for Bad Debts	(771.48)
1200	Inventory	20,000.00
1340	Accrued Water Sales	120,739.72
1350	Prepaid Insurance	8,949.94
1360	Prepaid Expenses	24,115.44

Total Current Assets

2,624,197.12

Property and Equipment

1501	Water Rights	52,060.41
1503	Land Sites	96,700.08
1504	Water Mains	3,638,393.10
1505	Water Tunnels	729,074.60
1506	K-3 Well	89,543.06
1507	Improvement District #1	602,778.12
1508	Mountain Property	6,620.00
1509	Wilcox Well/Wilcox Booster	94,030.98
1510	Interconnections	14,203.27
1511	Water Treatment Plant	203,453.56
1512	Water Meters	118,735.53
1513	Electrical/Electronic Equip.	256,918.72
1514	Computer/Office Equipment	77,353.20
1515	Vehicles & Portable Equipment	308,656.75
1516	Water Company Facilities	104,222.20
1517	KID Office	54,741.36
1518	Shaw Ranch	280,789.92
1519	Dove Creek Project	487,383.87
1520	Glen Reservoir/Booster	24,190.86
1521	Kinneloa Ridge Project	690,492.58
1522	Eucalyptus Booster Station	532,342.43
1526	Vosburg Booster	1,647,215.66
1527	SCADA Equipment	362,117.90
1528	Tanks and Reservoirs	119,491.90
1529	Holly Tanks	181,113.76
1530	Tools	6,273.13
1600	Accum. Depreciation	(5,253,645.76)

Total Property and Equipment

5,525,251.19

Other Assets

1901	PERS-Deferred Outflows	76,176.00
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Total Assets

\$ 8,225,624.31

Kinneloa Irrigation District
Balance Sheet as of February 28, 2021

LIABILITIES AND CAPITAL

Current Liabilities

2000	Accounts Payable	\$ 21,782.21	
2272	Job Deposits	6,750.00	
2275	Deposits-Water Customers	255.02	
2290	Accrued Vacation	21,462.60	
		<hr/>	
	Total Current Liabilities		50,249.83

Long-Term Liabilities

2400	Installment Purchase Agreement	1,594,609.63	
2801	PERS- Net Liability	282,526.42	
2901	PERS- Deferred Inflows	38,397.00	
		<hr/>	
	Total Long-Term Liabilities		1,915,533.05
	Total Liabilities		1,965,782.88

Capital

3040	Fund Balance	6,247,797.71	
	Net Income	12,043.72	
		<hr/>	
	Total Capital		6,259,841.43
	Total Liabilities & Capital		\$ <u><u>8,225,624.31</u></u>

Kinneloa Irrigation District
Statement of Cash Flow
For the Two Months Ended February 28, 2021

	Current Month	Year to Date
Cash Flows from Operating Activities		
Net Income	\$ 12,366.51	\$ 12,043.72
<i>Adjustments to reconcile net income to net cash provided by operating activities</i>		
1100 Accts. Receivable-Water Sales	(2,051.96)	(1,076.72)
1102 Accts. Receiv.-Wholesale Water	(29,739.31)	(29,739.31)
1113 Employee Loans	50.19	100.38
1340 Accrued Water Sales	37,234.46	70,134.82
1350 Prepaid Insurance	1,583.50	3,167.00
1360 Prepaid Expenses	3,844.54	7,689.08
2000 Accounts Payable	(2,421.77)	(14,176.73)
2272 Job Deposits	1,750.00	3,150.00
	10,249.65	39,248.52
Total Adjustments	10,249.65	39,248.52
Net Cash Provided by Operations	22,616.16	51,292.24
 Cash Flows from Investing Activities		
<i>Used for</i>		
Net Cash Used in Investing	0.00	0.00
 Cash Flows from Financing Activities		
<i>Proceeds from</i>		
<i>Used for</i>		
2801 PERS- Net Liability	(1,732.49)	(3,464.98)
Net Cash Used in Financing	(1,732.49)	(3,464.98)
Net Increase (Decrease) in Cash	\$ 20,883.67	\$ 47,827.26
 Summary		
Cash Balance at End of Period	\$ 2,388,664.80	\$ 2,388,664.80
Cash Balance at Beg. of Period	(2,367,781.13)	(2,340,837.54)
Net Increase (Decrease) in Cash	\$ 20,883.67	\$ 47,827.26

Kinneloa Irrigation District
Check Register
For the Period from February 1, 2021 to February 28, 2021

Date	Check #	Payee	Amount	Description
2/11/21	EFT4630	Arco Gaspro Plus	761.47	fuel for trucks
2/11/21	EFT4631	CA Public Employees Ret. Sys.	6,334.81	KID and employee retirement contributions
2/11/21	EFT4632	Century Business Solutions	365.57	credit card processing fee
2/11/21	EFT4633	Southern California Edison Co.	9,965.58	electricity for 13 sites
2/11/21	EFT4634	Spectrum	395.53	phones and internet
2/11/21	EFT4635	Umpqua Bank	3,254.32	credit cards - see attached detail
2/11/21	EFT4636	VeriCheck, Inc.	142.18	echeck processing fees
2/12/21	EFT4637	Century Business Solutions	15.00	credit card processing fee
2/12/21	9686	ACWA-JPIA	8,283.33	KID and employee health benefits contributions
2/12/21	9687	ADVANTAGE FORD	5,824.57	vehicle repair
2/12/21	9688	Aramark Uniform Services	82.37	shop rag service
2/12/21	9689	Civiltec Engineering, Inc.	555.00	Brown/Glen Replacement Pipeline
2/12/21	9690	Underground Service Alert	36.40	digalert
2/12/21	9691	Eurofins Eaton Analytical, Inc.	305.60	water sample analysis
2/12/21	9692	Foothill Municipal Water District	1,036.66	administrative fee
2/12/21	9693	Matt Chlor Inc.	517.81	parts for Holly Tank
2/12/21	9694	Perry Thomas Construction Co.	6,246.89	Pasadena Glen Rd leak repair
2/12/21	9695	Public Water Agencies Group	289.08	February - Emergency Preparedness Program
2/12/21	9696	SA Associates	3,875.30	SMV & Villa Heights project engineering service
2/12/21	9697	Ultimate Cleaning Solutions, Inc.	75.00	janitorial services
2/12/21	9698	Utility Service Co., Inc.	5,248.24	tank maintenance agreement
2/12/21	9699	Hill Brothers Chemical Co.	462.10	sodium hypochlorite
2/15/21	EFT4638	Bernadette C. Allen	262.96	salary
2/15/21	EFT4639	Arthur M. Aragon	1,493.91	salary
2/15/21	EFT4640	Joel D. Bundy	1,644.14	salary
2/15/21	EFT4641	Christopher A. Burt	3,036.57	salary
2/15/21	EFT4642	Michele M. Ferrell	2,046.19	salary
2/15/21	EFT4643	Brian L. Fry	1,736.29	salary
2/15/21	EFT4644	Melvin L. Matthews	3,973.13	salary
2/15/21	EFT4645	Juan R. Tello	401.60	salary
2/15/21	EFT4646	Christopher A. Burt	150.00	salary
2/15/21	EFT4647	Automatic Data Processing, Inc.	6,328.83	payroll taxes and withholdings
2/26/21	EFT4648	Automatic Data Processing, Inc.	104.35	payroll processing fees
2/26/21	EFT4649	American Messaging Services	34.99	pager service
2/26/21	EFT4650	AT&T Mobility	148.40	mobile phones
2/26/21	EFT4651	Athens Services	215.69	trash service
2/26/21	EFT4652	Pasadena Municipal Services	1,762.84	electricity for Wilcox Well
2/26/21	9700	BrightView Landscape Services	1,490.00	landscape service
2/26/21	9701	Civiltec Engineering, Inc.	545.00	hydraulic model
2/26/21	9702	Clinical Lab of San Bernardino	84.00	water sample analysis

Kinneloa Irrigation District
Check Register
For the Period from February 1, 2021 to February 28, 2021

Date	Check #	Payee	Amount	Description
2/26/21	9703	Underground Service Alert	113.11	digalert
2/26/21	9704	Eurofins Eaton Analytical, Inc.	200.00	water sample analysis
2/26/21	9705	McMaster Carr	1,348.41	maintenance supplies
2/26/21	9706	Western Water Works	1,950.81	materials restock for Pasadena Glen repair
2/26/21	9707	Eurofins Eaton Analytical, Inc.	200.00	water sample analysis
2/28/21	EFT4653	Bernadette C. Allen	336.74	salary
2/28/21	EFT4654	Arthur M. Aragon	1,285.52	salary
2/28/21	EFT4655	Joel D. Bundy	1,432.89	salary
2/28/21	EFT4656	Christopher A. Burt	2,363.07	salary
2/28/21	EFT4657	Timothy J. Eldridge	117.32	salary
2/28/21	EFT4658	Michele M. Ferrell	1,740.38	salary
2/28/21	EFT4659	Brian L. Fry	1,519.06	salary
2/28/21	EFT4660	Francis J. Griffith	138.52	salary
2/28/21	EFT4661	Gerrie G. Kilburn	138.52	salary
2/28/21	EFT4662	Melvin L. Matthews	4,036.73	salary
2/28/21	EFT4663	Juan R. Tello	1,222.77	salary
2/28/21	EFT4664	Christopher A. Burt	150.00	salary
2/28/21	EFT4665	Automatic Data Processing, Inc.	5,573.77	payroll taxes and withholdings
2/28/21	EFT4666	Automatic Data Processing, Inc.	96.92	payroll processing fees
Total			<u>103,496.24</u>	

**Credit Card Detail Umpqua Bank
January 2021**

(Expenses incurred/billed in January and due/paid in February)

Acct. No.	Account Description	Additional Description	MLM	CAB	BLF	JDB	BCA	JRT	TOTAL
1511	Water Treatment Plant								\$0.00
1514	Computer/Office Equip.								\$0.00
5010	Maintenance Supplies	BLF: Vehicle Cleaning products, Hole Saw Dozer, Paper Towels CAB: Motor Oil, Holly Lights, Rust Reformer, Fix a Flat, Armorall JDB: Disinfecting wipes		\$96.16	\$59.56	\$32.78			\$188.50
5012	Safety Equipment	JDB: (3 Shirts B. Fry), Safety Vests, Hearing Protection, Poison Oak Ointment. AED refresher pack, safety vest				\$696.57			\$696.57
5022	Training/Certification								\$0.00
5025	Water Treatment/Analysis	MM: Softner Salt	\$1,098.31						\$1,098.31
5035	Vehicle Maintenance	CAB: Tow 2008 Vehicle to Ford (Lic# 1303425)		\$225.00					\$225.00
5036	Fuel								\$0.00
6017	Adm. Travel								\$0.00
6021	Adm. & Bd. Exp.								\$0.00
6024	Customer/Public Info	JDB: Streamline				\$200.00			\$200.00
6035	Office/Computer Supplies	JDB: Envelopes, Folders, Swiffer Sheets MM: Balck Toner	\$83.75			\$333.69			\$417.44
6036	Postage/Delivery	JDB: Stamps				\$331.80			\$331.80
6040	Professional Dues								\$0.00
6050	Telephone	MM: Answering Service	\$75.00						\$75.00
6051	Mobile Phone								\$0.00
6053	Internet Service	MM: Splashtop	\$21.70						\$21.70
6059	Computer/Software Maint.								\$0.00
6061	Office Equipment Maint.								\$0.00
6075	Outside Services								\$0.00
6081	Permits/Fees								\$0.00
TOTAL			\$1,278.76	\$321.16	\$59.56	\$1,594.84	\$0.00	\$0.00	\$3,254.32

General Manager's Report for the Board of Directors Meeting on March 16, 2021

I. Customer Account Information and Internet Usage

A. Delinquent Accounts –

16 accounts received past-due notice
 15 accounts received late charges in the total amount of \$254.50
 8 accounts received door hanger shut off notice
 0 accounts were shut off for non-payment
 0 accounts remain shut off for non-payment

B. Aged Receivables –

Month	Current	30 days	60 days	90 days or greater	Total
March 2020	\$17,853.64	\$2,148.94	\$261.86	\$0.00	\$20,264.44
April 2020	\$20,241.55	\$3,075.96	\$320.44	\$24.85	\$23,662.80
May 2020	\$21,330.64	\$2,628.19	\$261.22	\$159.13	\$24,379.18
June 2020	\$26,619.22	\$1,657.73	\$0.00	\$0.00	\$28,276.95
July 2020	\$35,672.74	\$1,791.06	\$44.66	\$0.00	\$37,508.46
August 2020	\$27,970.57	\$2,624.99	\$0.00	\$0.00	\$30,595.56
September 2020	\$32,787.39	\$3,299.78	\$181.77	\$0.00	\$36,268.94
October 2020	\$35,165.98	\$3,020.50	\$1,102.31	\$97.99	\$39,386.78
November 2020	\$31,925.74	\$6,497.96	\$98.72	\$0.00	\$38,522.42
December 2020	\$28,288.75	\$3,101.55	\$91.68	\$0.00	\$31,481.98
January 2021	\$28,043.73	\$2,463.01	\$0.00	\$0.00	\$30,506.74
February 2021	\$57,645.25	\$4,554.82	\$0.00	\$0.00	\$62,200.07

C. Website Usage and Online Payments –

Month	Users	Page Views	Online Payments	Online Amount
March 2020	261	676	71	\$13,884.21
April 2020	268	729	87	\$16,741.06
May 2020	296	798	92	\$15,222.42
June 2020	459	994	92	\$19,899.20
July 2020	354	1166	98	\$27,411.85
August 2020	276	708	100	\$30,398.55
September 2020	277	608	91	\$27,761.46
October 2020	278	654	109	\$35,098.93
November 2020	248	591	93	\$29,258.42
December 2020	253	560	110	\$33,318.03
January 2021	245	555	101	\$28,824.49
February 2021	287	551	104	\$27,957.69

II. General Manager’s Projects and Activities

- A. Employee Performance Reviews** – Prepared reviews for field and office staff
- B. Advanced Meter Infrastructure** – Continued to work with vendor to establish location of communication gateways and initial meter installations
- C. Annual Audit** – Preparations were made for the annual financial audit
- D. Pipeline Project** – Conducted sealed bid opening and reviewed contractor proposals for the Sierra Madre Villa/Villa Heights pipeline improvement project
- E. Activities/Meetings/Webinars/Conferences***
 - 1. KID Staff Meetings
 - 2. PWAG Emergency Coordination Update & Discussion
 - 3. KID Board Meeting
 - 4. FMWD Board Meeting
 - 5. Geotech fleet management training
 - 6. LAFCO Board Meeting
 - 7. PWAG Board Meeting
 - 8. Subeca Installation Field Meeting
 - 9. Top Strategies to Protect Against Ransomware Attacks (Webinar)
 - 10. Pipeline Contractor Meetings/Job Walks
 - 11. Update on COVID-19 Vaccination for Essential Workers (Webinar)
 - 12. Wildfire Community Resilience Meeting
 - 13. California Special Districts Emergency Preparedness Summit 2021

* Organization Acronyms:

- ACWA – Association of California Water Agencies
- ACWA JPIA – Association of California Water Agencies Joint Powers Insurance Authority
- AWWA – American Water Works Association
- CalTRUST – Investment Trust of California Joint Powers Authority
- CSDA – California Special Districts Association
- CUEA – California Utilities Emergency Association
- FMWD – Foothill Municipal Water District
- KID – Kinneloa Irrigation District
- LAFCO – Local Agency Formation Commission of Los Angeles County
- PWAG – Public Water Agencies Group
- RBMB – Raymond Basin Management Board
- RCAC – Rural Community Assistance Corporation

Incident Reports and Facility Activities

A. Incident Reports –

Customer Leaks	System Leaks	Water Waste	Water Quality	Customer Service*	Comments
0	0	0	0	1	Customer reported low water pressure on sprinkler system. However, pressure and flow tested normal on the main line. Customer was advised to check sprinkler valves and lines.

* Customer service includes requests for water shutoff to facilitate customer plumbing repairs, inquiries about water bills, requests for leak checks and general questions.

B. Current and Completed Capital Improvement, Facilities Improvement, Maintenance and Repair Projects and Activities –

1. Routine daily and monthly activities
 - a. Operator training
 - b. Meter and transmitter maintenance and replacement
 - c. Water samples
 - d. Vehicle and equipment maintenance and testing
 - e. Facility cleanup
 - f. Production meter readings and report to RBMB
 - g. Chlorine generator maintenance
 - h. Meter reading
 - i. Customer service calls
 - j. Responding to Underground Service Alerts (USA's) to mark our pipelines
2. Facility and Equipment Repair and Maintenance for February
 - a. Exhaust fan in K-3 vault tripping circuit breaker at random times (not resolved)
 - b. Repaired Cl₂ level switch at Wilcox Well
 - c. Repaired Cl₂ leak at K-3 Well
 - d. Repaired leak on Cl₂ solution tank at Wilcox Well
3. Capital Improvement and Maintenance Projects for 2021 (Completed or in progress)*
 - a. Sierra Madre Villa and Villa Heights Pipeline Improvement Project (Competitive bidding completed) (CIP, EP, OPS)
 - b. Truck replacement – Replace one pickup truck that is 22 years old (CIP)
 - c. Reservoir inspection and washout (MR)
 - d. Advanced meter infrastructure – Install communication gateways and install water meter registers and transmitters at 50 locations (CIP, OPS, MR)

C. Future Capital Improvement Projects, Facilities Improvement, Maintenance and Repair Projects* –

1. Brown/Glen Pipeline Improvement Project (Design phase in progress) (CIP, EP, OPS)
2. House Tunnel Pipeline repair (MR)
3. High/Low Tunnel Pipeline inspection and repair if needed (MR)

*Project Categories

CIP – Capital improvement or replacement of equipment or facilities at end of useful life

EP – Emergency preparedness

OPS – Operational improvement

MR – Maintenance and repair

III. Water Supply Summary as of January for the Watermaster Year July 2020 through June 2021

Raymond Basin Groundwater (Acre Feet)		Kinneloa Irrigation District Water Tunnels (Acre Feet)	
Water Rights	516	Eucalyptus	5
Prior Year Carryover	52	Far Mesa	3
Less Temporary 30% Reduction in Water Rights	-155	Delores	1
Leases/Exchanges	207	House	0
Prior Year Spreading	93	Holly High/Low	4
Short Term Storage	134		
Current Year Spreading	0		
Total Allowable Extractions	847		
Less Water Extracted YTD This Watermaster Year	- 457	Current Tunnel Monthly Production	13
Remaining Allowable Groundwater Extractions through June 2021	390	Remaining Estimated Tunnel Production through June 2021	65
Total Available Water Supply (Remaining Allowable Groundwater + Remaining Estimated Tunnel Production through June 2021)		455 Acre Feet	
Less Remaining Forecasted Retail Water Sales through June 2021		-257 Acre Feet	

Surplus Water through June 2021* 198 Acre Feet

* This is the forecasted surplus water available for sale in the current year and/or carryover to the next Watermaster year which starts on July 1 subject to the carryover limits established by the Raymond Basin Management Board. Regarding the available surplus water, we will generally maximize the carryover to the next year and deliver the balance of the forecasted surplus water (if any) to the City of Pasadena. In the 2019-2020 year, 119 Acre-Feet were sold to the City, 52 Acre-Feet were carried over to 2020-2021 and 134 Acre-Feet were put into our short-term storage account. Although we may lease additional pumping rights from another agency with surplus pumping rights, this is not considered a guaranteed source of supply since it is subject to negotiation. In addition to the available water, the KID has 774 Acre Feet in a long-term storage account. Additions to long-term storage are no longer permitted but withdrawals can be made at any time to supplement allowable extractions. However, since long-term storage is considered by KID staff to be an emergency supply, we do not plan to use or sell this water now.

IV. Water Samples and Test Results – See Attachment A

Attachment A

Water Samples and Test Results

Sample Date	Source or Distribution	Lab	Description	# of tests	Results**	Maximum Contaminant Level* (MCL)
01/12/21	Distribution	Clinical	color, odor, turbidity*	18	<MCL	15 units, 3 units, 5 units
01/12/21	Distribution	Clinical	fluoride	6	1.1 - 1.4 ppm	3 ppm
01/12/21	Both	Eurofins	coliform, e. coli	80	ND or A	1 positive sample
01/18/21	Source	Weck	Title 22 VOC	66	ND or A	1 positive sample
01/18/21	Source	Weck	Title 22 fluoride	6	1.0 - 2.9	3 ppm
01/18/21	Source	Weck	Title 22 nitrate	3	1.6 - 4.2	10 ppm
01/18/21	Source	Weck	Gross Alpha	3	9.73 pCi/L, <MCL	15 pCi/L
01/26/21	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
02/01/21	Distribution	Clinical	color, odor, turbidity*	18	<MCL	15 units, 3 units, 5 units
02/01/21	Both	Eurofins	coliform, e. coli	80	ND or A	1 positive sample
02/19/21	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample

Total samples: 408

* Color, odor, and turbidity are regulated by a secondary standard to maintain aesthetic qualities.

** ppm = parts-per-million, ppb = parts-per-billion, pCi/L = picocuries per liter, <MCL = less than Maximum Contaminant Level, ND = not detected, A = Absence

The State of California Water Resources Control Board, Division of Drinking Water, provides access to water quality monitoring notification documents, including monitoring schedules and test results. The link for Kinneloa Irrigation District Water System Details is

https://sdwis.waterboards.ca.gov/PDWW/JSP/WaterSystemDetail.jsp?tinwsys_is_number=2514&tinwsys_st_code=CA



**Multi-jurisdictional Local Hazard Mitigation
Grant Program Plan Application for the
Rowland Area County Water District**

*Public Water Agencies Group
Multi-Jurisdictional Local Hazard Mitigation Plan*

**Hazard Mitigation Grant Program Disaster
Number: PF-5293**

Submitted: January 26, 2021

Multi-Jurisdictional Local Hazard Mitigation Plan
Rowland Area County Water District
(Public Water Agencies Group)
PF-5293

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	Cost-Estimate Narrative	4
3. Letters of Commitment	<ul style="list-style-type: none"> ✓ Rowland Area County Water District (Lead Agency) ✓ Bellflower Somerset Mutual Water Company ✓ Kinneloa Irrigation District ✓ La Puente Valley County Water District ✓ Pico Water ✓ San Gabriel County Water District ✓ South Montebello Irrigation District ✓ Three Valleys Municipal Water District ✓ Valencia Heights Water Company ✓ Walnut Valley Water District 	19
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HAZARD MITIGATION GRANT PROGRAM PLANNING SUBAPPLICATION

DISASTER NUMBER:

PF-5293

JURISDICTION NAME:

Rowland Area County Water District

PLAN TITLE:

Public Water Agencies Group (PWAG) Multi-Jurisdictional Local Hazard Mitigation Plan

CONTROL NUMBER:

PA-00000062

THE CONTROL NUMBER IS RECEIVED AT TIME OF SUCCESSFUL NOI SUBMITTAL



Cal OES

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

3650 SCHRIEVER AVENUE | MATHER, CA 95655
RECOVERY SECTION | HAZARD MITIGATION ASSISTANCE BRANCH
PHONE: (916) 845-8200 | FAX: (916) 845-8387



HAZARD MITIGATION GRANT PROGRAM (HMGP) INTRODUCTION

Introduction

As a result of a major disaster declaration by the President of the United States, the State of California is eligible for HMGP funding. The State establishes priorities to accept subapplications from subapplicants state-wide including state agencies, federally recognized tribes, local governments, and Private Non-Profits (PNPs), consistent with Title 44, Chapter I, Part 206, Subpart H, §206.221.

Eligible hazard mitigation activities are intended to reduce or eliminate damages to life and improved property. Activities include hazard mitigation plans approvable by the Federal Emergency Management Agency (FEMA).

Regulations

Federal funding is provided under the authority of the [Robert T. Stafford Emergency Assistance and Disaster Relief Act \(Stafford Act\)](#) through FEMA and the California Governor's Office of Emergency Services (Cal OES). Cal OES is responsible for identifying program priorities, reviewing subapplications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding.

The federal regulations governing HMGP are found in Title 44 of the Code of Federal Regulations (44CFR), Part 201 (Planning) and Part 206 (Projects) and in Title 2 of the Code of Federal Regulations (2CFR), Part 200 (Uniform Administrative Requirements).

The subapplicant is responsible for complying with the regulations set forth in the California Environmental Quality Act (CEQA) (California Code of Regulations, Title 14, Division 6, Chapter 3, and Sections 15000–15387) and any other state/local permits or requirements.

FEMA Guidance

FEMA requires that all plans adhere to the [Local Mitigation Planning Handbook 2013](#) and [Hazard Mitigation Assistance Unified Guidance 2015](#).

Time Extensions

Time extensions may be requested, and will be evaluated on a case-by-case basis. Please consult Cal OES for direction prior to making the request. To request additional time to submit a subapplication, send an email to the HMA@caloes.ca.gov mailbox. The subject line must include: "Subapplication Time Extension Request (include Disaster Number and Control Number)". The body of the message must include justification and specific details supporting why additional time is needed and how much additional time is requested.

Questions

Submit all HMGP subapplication questions to the following mailbox: HMA@caloes.ca.gov

HMGP ELIGIBILITY CHECKLIST

Before completing the subapplication, review the following HMGP eligibility checklist to ensure the planning subapplication meets the requirements for HMGP funding.

- Cost Share:** Cal OES will not accept subapplications with a requested federal share that exceeds \$150,000 for a single jurisdiction mitigation plan or \$250,000 for a multi-jurisdictional mitigation plan. Other approved planning-related activities are approved on a case by case basis for up to \$150,000. Funds are provided on a 75/25 cost share basis: 75% federal and 25% non-federal cost share. Local funding match of 25% of the total planning cost is required by the subapplicant. HMGP matching funds must be from a non-federal source. State does not contribute to local funding match.
- Period of Performance (POP):** Cal OES will not accept subapplications with performance periods exceeding 36 months.
- Approved Notice of Interest:** Subapplicants must have an approved Notice of Interest (NOI) to submit a subapplication for HMGP funding. Only activities approved through the NOI process can be submitted for HMGP funding consideration. The approved NOI must be consistent with the subapplication submitted.
- Time Extensions:** Unless a time extension has been approved before the deadline, subapplications must be postmarked by the applicable deadline to be considered for funding.
- Hazard Mitigation Planning Laws, Regulations and Policies Guidance:** Subapplicants must use applicable State, Tribal, or local mitigation planning guidance to determine the specific requirements for new plans and plan updates regarding the planning process; hazard identification and risk assessment; mitigation strategy; plan review, evaluation, and implementation; and plan adoption. For State, tribal, or local mitigation planning guidance, read the FEMA Mitigation Planning [webpage](#).
- Subapplicant Eligibility:** Subapplicants must be an eligible State Agency, Local Government (City, County, and Special Districts) or Federally Recognized Tribes.
- Duplication of Programs:** HMGP funding cannot be used as a substitute or replacement to fund activities or programs that are available under other federal authorities, known as Duplication of Programs (DOP).
- FOR MULTI-JURISDICTIONAL PLANS ONLY - Letters of Commitment (LOC):** A Letter of Commitment must be included for each participating jurisdiction.



Subapplicant must be able to check every box to qualify for HMGP funding.

SUBAPPLICATION FORMAT INSTRUCTIONS

Cal OES requires the following format to be used for all HMGP subapplications. Two complete subapplications must be submitted to Cal OES. The first copy is logged and retained for Cal OES records. The second copy will be forwarded to FEMA for review and final determination.

Complete subapplication packages consist of the following:

- ☒ **TWO** identical CD-RWs with functional electronic versions of all subapplication documents and attachments:
 - Must be in one of the following formats: Microsoft Word version 2007 (or newer), Microsoft Excel or Adobe PDF
 - Must be clearly titled

ORGANIZATION OF THE SECTIONS MUST BE TABBED IN THE FOLLOWING FORMAT:

0. Table of Contents
1. Subapplication
2. Letters of Commitment **for Multi-Jurisdictional Local Hazard Mitigation Plans only** ([Letter of Commitment Template](#))
3. Authorization Forms ([Applicant Agent Resolution Form](#) and [Subrecipient Grants Management Assessment Form](#))
4. Supporting Docs (Any extra supporting documentation)

MAIL OR DELIVER COMPLETED SUBAPPLICATIONS TO:

California Governor's Office of Emergency Services
Hazard Mitigation Assistance Branch
Attention: Hazard Mitigation Grant Program
3650 Schriever Avenue
Mather, CA 95655

LOCAL HAZARD MITIGATION PLAN INFORMATION

8. PLAN TYPE:

A. ACTIVITY TYPE:

Planning activity types are classified as one of the choices listed below. Pick **one** of the following choices that best describes the type of plan this subapplication will deliver:

1. <input type="checkbox"/> New Single Jurisdiction Local Hazard Mitigation Plan Select for single jurisdictions that have no existing hazard mitigation plan.	
2. <input type="checkbox"/> Update to Single Jurisdiction Local Hazard Mitigation Plan Select for single jurisdiction that have a FEMA approved plan in place.	FEMA APPROVAL DATE
3. <input checked="" type="checkbox"/> New Multi-Jurisdictional Local Hazard Mitigation Plan Select if there is no existing plan and multiple jurisdictions will be included.	
4. <input type="checkbox"/> Update to Multi-Jurisdictional Local Hazard Mitigation Plan Select for multi-jurisdictions that have a FEMA approved plan in place.	FEMA APPROVAL DATE
5. <input type="checkbox"/> New Tribal Mitigation Plan (in accordance with 44 CFR Section 201.7) Select for tribal federally recognized tribes that have no existing hazard mitigation plan.	
6. <input type="checkbox"/> Update to Tribal Mitigation Plan (in accordance with 44 CFR Section 201.7) Select for federally recognized tribes that have a FEMA approved plan in place.	FEMA APPROVAL DATE
7. <input type="checkbox"/> Other Planning-Related Activities Describe planning activities: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	



COMPLETE SECTION E IF YOU SELECTED 8.A.3. OR 8.A.4. ABOVE:

E. MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN INFORMATION:



If your plan type is multi-jurisdictional, a Letter of Commitment (LOC) from each participating jurisdiction is required. Use the template [here](#). A separate LOC must be executed by each participating jurisdiction and submitted to the lead agency and Cal OES jointly. The subapplication must include a LOC for each identified jurisdiction clearly stating commitment to participate in the development of the plan. Being recognized as a member of an approved multi-jurisdictional plan verifies a local agency's eligibility for hazard mitigation grant funds if they meet the participation criteria set forth in the letter.

- Enter the names of all the jurisdictions that will be included in your plan.
- Enter the County name included in the plan.
- Enter all the congressional district(s) within plan jurisdictions from <https://www.census.gov/mycd/>.
- Enter the exact title of the Letter of Commitment (LOC) electronic file that will be included on the required CD-RW Discs and place hard copies of each LOC in the LOC tabbed section.
- Identify the population of the jurisdiction applying for the planning grant using current census data.

#	JURISDICTION	COUNTY	CONGRESSIONAL DISTRICT #	TITLE OF ATTACHED LOC	POPULATION
1.	Rowland Area County Water District	Los Angeles	32	Rowland Water District-Letter of Commitment	58000
2.	Bellflower Somerset Mutual Water Company	Los Angeles	38	Bellflower Somerset Mutual Water Company-Letter of Commitment	46300
3.	Kinneloa Irrigation District	Los Angeles	27	Kinneloa Irrigation District-Letter of Commitment	1937
4.	La Puente Valley County Water District	Los Angeles	32	La Puente Valley County Water District	9842
5.	Pico Water District	Los Angeles	38	Pico Water District-Letter of Commitment	23246
6.	San Gabriel County Water District	Los Angeles	27	San Gabriel County Water District-Letter of Commitment	40000
7.	South Montebello Water District	Los Angeles	38	South Montebello Water District-Letter of Commitment	9810
8.	Three Valleys Municipal Water District	Los Angeles	27	Three Valleys Municipal Water District-Letter of Commitment	525000
9.	Valencia Heights Water Company	Los Angeles	32	Valencia Heights Company-Letter of Commitment	7750
10.	Walnut Valley Valley Water District	Los Angeles	39	Walnut Valley Water District-Letter of Commitment	99956
11.					
12.					

13.					
14.					
15.					

i If more than 15 jurisdictions will be participating in your multi-jurisdictional plan; attach all information on a separate sheet and type the name of the attachment in box 1.

STOP Complete section F if you previously selected 8.A.2. OR 8.A.4. OR 8.A.6.:

F. PLAN UPDATES:

Describe why the update to your plan is needed and describe how the update will build on your existing approved mitigation plan.

PLANNING INFORMATION

9. PLANNING INFORMATION:

A. PLAN TITLE: Public Water Agencies Group (PWAG) Multi-Jurisdictional Local Hazard Mitgation Plan

Use the same plan title used in your approved planning NOI.

SCOPE OF WORK INFORMATION

10. Introductory Statement:

Provide a brief statement that describes the proposed activity and what will be accomplished by the end of the Period of Performance (POP).

PWAG proposed activities during the development of a multi-jurisdictional Hazard Mitigation Plan is anticipated to have the following structure and information that will be completed at the end of the 'Period of Performance:' Introduction, Plan Purpose and Authority, Capabilities Assessment, Administrative and Technical Capacity, Hazard Assessment, Overview, Mitigation Strategies and Plan Maintenance.

SCOPE OF WORK - ACTIVITIES DESCRIPTION

11. Provide clear and concise descriptions of the following activities:

- A. Planning Area:** Provide a narrative describing the planning area, including any non-contiguous land holding or assets, and demographics. Include the proposed number and names of all participating governments, PNPs, or other partners.

Eight Special Water Districts and two Mutual Water Companies all located in Los Angeles County and representing a diverse socioeconomic customer base, have come together in a multi-jurisdictional proposal (those participating agencies are Bellflower-Somerset Mutual Water Company and Valencia Heights Water Company (privately owned not-for-profit mutual water companies), and Kinneloa Irrigation District, La Puente Valley County Water District, Pico Water District, Rowland Water District, San Gabriel County Water District, South Montebello Irrigation District, Three Valleys Municipal Water District and Walnut Valley Water District (public agency special districts that provide retail or wholesale water service). Those agencies serve residential, retail, offices, light- to heavy-manufacturing, public services, schools, hospitals, senior care facilities and government buildings among their total population served of 821,841.

Nine of the participating agencies serve areas that include either severely disadvantaged or disadvantaged communities. This grant will assist those agencies in ensuring proper hazard mitigation planning occurs for those communities.

This planning activity will benefit the participants' service areas by minimizing damage to structures and property by identifying efforts, significantly reduce the loss of life and injuries, as well as disruption of essential services (water) and human activities. It will also protect the environment, promote hazard mitigation as an integrated public policy and bring awareness to the hazards that exist within each of our service areas. The final outcome of this planning effort will be a FEMA approved Local Multi-jurisdictional Hazard Mitigation Plan that will be formally adopted each of the ten participating agencies.

- B. Planning Process:** Provide a narrative that includes a description of the proposed planning process to engage stakeholders and the public. This description should explain the proposed role of the planning team (steering committee). This description should also provide the anticipated number of meetings for the planning team, identify stakeholders, and explain public outreach.

Rowland Water District, acting as the lead agency, will oversee development of the Public Water Agencies Group (PWAG) Multi-jurisdictional Multi-hazard Mitigation Planning Team (Planning Team). The Planning Team will facilitate all levels of community interaction and will document this process. The Planning Team will select representatives from amongst our participating agencies. To be included and of particular importance will be key stakeholders in the community including residents (our customers), civic leaders, government officials, school representatives, local utilities as well as business owners will all be invited to take part in developing the plan.

The Planning Team will work closely with the consultant to ensure compliance with all Federal, State and County mitigation planning laws and regulations. They will conduct

activities based on the development of a Local Hazard Mitigation Plan DRAFT that will be researched, developed, and then vetted through an internal review.

The following planning activities will be implemented by the Planning Team and consultant. The public will also be invited to participate. The anticipated tasks include:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards related to water infrastructure impacts.
- Provide input on how the risk differs across the planning area.
- Identify new/proposed mitigation projects.
- Review drafts of the plan
- Hold public meetings.
- Coordinate the formal adoption of the plan by the various governing boards.
- Manage the implementation of the proposed mitigation projects.

The consultant shall facilitate a minimum of three public meetings. Each meeting will focus on educating the public on the Multi-Jurisdictional Hazard Mitigation Plan (MJLHMP) development process and identify community concerns. The consultant shall provide content to post on each District's webpage. When a final DRAFT LHMP is developed, the public will be invited to review and provide comments to the final draft. Public comments will be incorporated as appropriate by the consultant.

Note: For security reasons, all critical infrastructure protection information will of necessity be redacted from the plan prior to dissemination or presentation to the public.

The Planning Team will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

1. Solicit input from professionals regarding hazards that pose a threat to our local service areas and Los Angeles County and the State of California, and request expertise in the development of best practice mitigation approaches for each identified hazard.
2. Work with key professionals and community stakeholders to prioritize identified hazards and selected approaches. This process will be documented and included in the final plan update.
3. Identify local capabilities for mitigation planning in accordance with State of California Law and document the entire planning process.

4. Hold an appropriate number of public hearings once a draft of the plan is completed to solicit community input for the plan prior to formal adoption.
5. Be responsible for reviewing the final draft of the Plan and will be responsible along with County and City officials for the implementation of the Plan goals and proposed mitigation strategies, and Plan updates.

C. Previous Mitigation Planning: Provide a narrative that includes a description of previous mitigation planning efforts, including an evaluation of the past plan as a basis to identify priorities for plan updates.

The agencies participating in this project have not as yet undertaken local hazard mitigation planning except for typical infrastructure replacement through asset management.

	<p>D. Available Data and Risk Assessment Process: Provide a narrative that identifies the process the team will use to research, collect, analyze, and summarize hazard and risk data. If a specific risk assessment methodology or software (e.g., Hazus) will be used, the narrative must describe how this will influence the level of effort, timeframe, and planning costs. It is advised to make use of existing data and risk assessments when developing a new mitigation plan or updating a mitigation plan; the narrative should describe any known data sources to be used in the risk assessment. Similarly, if it is intended to develop new risk data, the proposed process and sources must be described as well.</p>
	<p>A detailed risk assessment will be developed for this MJLHMP. The information and data for this project will be taken from community sources such as: historical sources, existing plans and reports, community experts—locally, as well as in the region and state—internet websites, and the expertise of the public that both live and work in the communities we serve. This information will be incorporated into existing planning and coordination meetings, through existing public education opportunities, websites, and public meetings.</p> <p>A risk assessment, including hazard identification and profiling, accounting for local resources and capabilities, vulnerability assessments, and work done in coordination and compliance with the American Water Infrastructure Act (AWIA) will serve as the foundation for the Plan. Each agency will use this risk assessment profile to determine the extent of potential threats and risks that are a threat.</p> <p>The purpose of this section is to understand the risk and vulnerability of identified natural or man-made hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:</p> <ol style="list-style-type: none"> A. Identifying Hazards: The agencies will investigate potential hazards that pose a threat to the various communities within Los Angeles County. B. The consultant will identify, prioritize and categorize natural, technological and man-made hazards that have occurred or have the greatest potential to occur. Each

	<p>hazard will be ranked into categories based on "High Risk," "Moderate Risk," and "Low Risk" factors.</p> <p>C. Water, local officials, and experts in the field, along with the public will provide extensive input and assist in performing analysis of the findings that will become the basic building blocks of the Plan and will align with State and County hazard and risk identification as follows:</p> <p>Hazard Identification and Profiles—The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the District impacting its water and sewer infrastructure. The hazard categories will most likely include:</p> <ul style="list-style-type: none"> • Earthquake hazards • Wildfire hazards • Flood-related hazards • Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains, thunderstorms, wind/lightning, etc.) • Nuclear hazards • Climate change hazards • Other man-made hazards (for example, Public Safety Power Shut-off (PSPS) events, cybersecurity, hazardous spills, etc.) • Other geologic and soil hazards • Items presented thus far in the various AWIA risk and resilient assessments • Other hazards as identified by the HMPC and other data sources <p>D. Hazard Mapping: Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the Consultant) that delineate areas affected by hazards and identify locations of local water and sewer assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:</p> <ul style="list-style-type: none"> • Public buildings • Critical facilities and infrastructure • Maps that depict the location of parcels, structures, land use, and populations • Structures will be delineated by type of use (e.g., residential, commercial, industrial, etc.) <p>E. Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of the District’s vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS (computer model) most likely will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):</p> <ul style="list-style-type: none"> • Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas • An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
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	<ul style="list-style-type: none"> • Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS or GIS analysis of Los Angeles County assessor’s data with hazard locations • Description of land uses and development trends to advise future land use decisions • As previously mentioned, the Risk and Resilience Assessments (as completed) will be utilized for this effort. <p>F. Capability Assessment: A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that each participating agency has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions.</p>
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<p>E.</p>	<p>Development of Mitigation Strategy: Provide a narrative that describes the proposed process to develop a mitigation strategy for each participating jurisdiction based on the risk assessment completed for the plan.</p>
	<p>The LHMP will include a mitigation strategy to address the participating agencies' exposure to various hazards. This will require meetings with the Planning Committee, facilitated by the consultant, and is anticipated to include the following goals and strategies:</p> <ol style="list-style-type: none"> 1. Develop goals and objectives that will govern the selection of mitigation strategies in accordance with FEMA guidelines 5201.6(c)(3)(i). The Consultant will ensure that each required component for each stakeholder participant is included in the Plan. 2. Identify appropriate mitigation actions for each of the risks identified in accordance with FEMA guidelines 5201.6(c)(3)(ii). This is anticipated to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing facilities and infrastructure. 3. Develop implementation plans for each of the mitigation actions developed in conjunction with S201.6(c)(3)(iii). Prioritization factors will include an analysis of proposed mitigation projects focused in several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. <p>The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.</p>

<p>F.</p>	<p>Plan Adoption: Provide a narrative that describes the plan drafting process, including State and FEMA reviews (i.e., approval pending adoption), adoption by participating jurisdictions, and final approval by FEMA.</p>
	<p>Hazard Mitigation Plan Maintenance Process and Plan Adoption</p>

	<p>Each of the ten participating agencies will submit the multijurisdictional Local Hazard Mitigation Plan to their respective Boards, upon successful completion of state and federal review and conditional approval and for additional public and departmental comment. By receiving state and federal approval of the plan prior to going to our Boards, this will enable us to go one time to finalize promulgation of the document. In addition, each participating entity will make it available to the cities in their individual service areas, and Los Angeles County (for the unincorporated areas our agencies serve and for the County’s role in the Operational Area), so LA County might incorporate our LHMP into the Safety Element of their General Plan and be implemented and incorporated into hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, storm water plans, etc.</p> <p>A. Consultant will prepare a preliminary implementation schedule that will include procedures for ensuring the Plan’s implementation, including an implementation schedule for each action item.</p> <p>B. Continued Public Involvement: We are committed to continued public involvement in the MJLHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included in the final LHMP support.</p> <p>C. Final Plan: The Consultant will collect and incorporate public comments into the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. The Consultant will be responsible for all plan revisions from Cal OES, FEMA, or the District until it is adopted by each Board of Directors.</p> <p>D. LHMP Adoption and Approval: The governing body for each participating jurisdiction will adopt the LHMP upon approval of the Plan from Cal OES and FEMA Region IX.</p>
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SCOPE OF WORK - DELIVERABLES & TASKS

- 12. Deliverables:** Provide a narrative to describe the deliverables of the proposed activity.
- A new or updated FEMA-approved mitigation plan consistent with mitigation planning regulations for State (44 CFR Sections 201.4 or 201.5), tribal (44 CFR Sections 201.7 or 201.5), or local governments (44 CFR Section 201.6), as well as the applicable mitigation planning guidance.
 - A mitigation planning–related activity eligible under HMGP only that enhance an existing mitigation plan consistent with mitigation planning regulations for State (44 CFR Sections 201.4 or 201.5), tribal (44 CFR Sections 201.7 or 201.5), or local governments (44 CFR Section 201.6), as well as the applicable mitigation guidance.

Development of a Multi Jurisdictional Hazard Mitigation Plan (MJHMP) which is reviewed by the public, Cal OES, and FEMA. Deliverables will confirm to 44 CFR Section 201.6 and the following anticipated tasks will describe the deliverables:

1. Determine the Planning Area and Resources - 44 CFR 201.6(c)(1)

The planning team will consider each participating agencies' mitigation planning needs, Hazard Assessments, Threat and Vulnerability Assessments, Hazard Mitigation Strategy, Plan Maintenance and reference source documents and any resources resulting from the AWIA Risk and Resilience Assessments.

2. Build the Planning Team - 44 CFR 201.6(c)(1)

A planning team will be created by representative individuals from each agency. Individuals to be considered for the planning team will be those with the necessary expertise to address issues related to local water agencies and our integration into the communities we serve.

3. Create an Outreach Strategy - 44 CFR 201.6(b)(1)

The planning team will promote creating within each local area, a more disaster-resilient utility within each community. A goal of the updated plan would accurately reflect individual community values and priorities with hopes to have greater legitimacy and "buy-in" and greater success in implementation of mitigation actions and projects to reduce long-term risk.

4. Review Community Capabilities - 44 CFR 201.6(b)(2) & (3)

The planning team will review capabilities, policies, programs, staff, funding, and other resources available to accomplish resiliency, mitigation and reduce long-term vulnerability. The primary types of capabilities that will be considered for reducing long-term vulnerability through mitigation planning will be the following:

- Planning and regulatory
- Administrative and technical
- Financial (funding)
- Education and outreach

5. Conduct a Risk Assessment - 44 CFR 201.6(c)(2)(i) & 44 CFR 201.6(c)(2)(ii) & (iii)

The planning team will conduct a risk assessment to determine the potential impacts of hazards to our drinking water facilities and the communities we serve. The risk assessment will provide the foundation for the rest of the mitigation planning process, which will be focused on identifying and prioritizing actions to increase resiliency and to reduce risk and hazards. In addition to informing the mitigation strategy, the risk assessment will also be used to establish emergency preparedness and response priorities for decision making by elected officials, board members, cities businesses, organizations, and our partners at Los Angeles County.

6. Develop a Mitigation Strategy - 44 CFR 201.6(c)(3)(i) & 44 CFR 201.6(c)(3)(ii) & 44 CFR 201.6(c)(3)(iii)

The mitigation strategy will serve as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy will describe how the community will accomplish the overall purpose, or mission, of the planning process. The goals of the our multi-jurisdictional plan will encompass the following:

- Risk assessment findings. Review the findings of the risk assessment, especially the problem statements. Group the problem statements by themes, such as hazards, assets at risk, or location. Several problem statements or groups may lead to a single mitigation goal.

- Outreach findings. Consider themes that stood out during planning team meetings and outreach activities. For instance, the need for improved education and awareness about hazards may be a common theme. This will assist as we build new and/or improve existing facilities.
- Community goals. Review existing plans and other policy documents to ensure hazard mitigation goals are consistent with the goals within the communities we serve. Mitigation and resilience goals that complement other plans and policies may garner more support for hazard mitigation.
- State hazard mitigation goals. Because the State Hazard Mitigation Plan documents the State’s goals for reducing risk and allocating resources, it may be strategic to align our goals to the State’s plan.

Review and Adopt the Plan - 44 CFR 201.6(c)(5)

The review process will incorporate feedback from the planning team, stakeholders, and the public on the final plan document. The planning team through outreach will publicize the mitigation plan and ask stakeholders and the public to review and submit comments for the planning team’s final consideration. Once the planning team reviews the plan and confirms it meets the required elements, the plan and all supporting documentation will be forwarded to CalOES for review. Once the plan has been approved by CalOES, the plan will be forwarded to FEMA’s Regional Office for review and approval.

1. Deliverables shall be the HMPC invitation as well as meeting agendas, sign-in sheets.
2. Deliverables shall be the community outreach materials including the Community Engagement Strategy; Community kickoff meeting presentations, comment boards and sign in sheets as well as three (3) more community meeting comments boards and sign-ins, and other feedback as received.
3. Deliverable will include a ‘Key Facilities Inventory.’
4. Deliverable will be a LHMP Implementation process and outline.

13. Tasks: Provide a narrative that describes the tasks, including the proposed planning process, as well as procurement.

If yes, include the following information in the box below or attach copies:

- Request for Proposals (RFP’s) and bid process
- Description of responsibilities
- Clarify at what point the consultant responsibilities will be fulfilled.

The following tasks will be developed and be the responsibility of the Consultant. The consultant’s responsibilities will be fulfilled at Task 6.3, “Final Adoption of Hazard Mitigation Plan.”

Task 0: Members of the multi-jurisdictional agencies, led by our lead agency, Rowland Water District, and the Emergency Preparedness Coordinator of the Public Water Agencies Group, will be responsible for coordinating, issuing, and overseeing the RFP to select the consultant to prepare the LHMP.

Task 1: Stakeholder Involvement

Please note, the consultant will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), facilitator, and meeting minutes for each meeting. The meetings may be conducted via video conferencing.

Task 2: Planning

Consultant shall review the participating agencies' Water System Master plans, other capital improvement plans, emergency operations plans, wells and pipeline Seismic Assessment Report (if available), any documents related to the American Water Infrastructure Act, and any other relevant documents identified by the Planning Team. These plans may be integrated into the HMP as appropriate.

Task 3: Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

The Planning Team meetings will be used as an opportunity to obtain all pertinent information from each agency. The consultant will be in charge of developing materials to provide each agency as take-home assignment. The take-home assignment materials should attempt to obtain mitigation goals, objectives, future mitigation measure, and other necessary information.

Task 4: Draft 2021 Hazard Mitigation Plan and Final 2021 Hazard Mitigation Plan

Draft Hazard Mitigation Plan

Consultant shall provide a preliminary draft of the 2021 HMP for review by the Planning Team and participating agencies. Once approved by the Planning Team, the 2021 HMP will be presented in public meetings and made available to the stakeholders and public for review. Consultant shall address valid input from the Planning Team, stakeholders, and the public, and include in the updated HMP.

Final Hazard Mitigation Plan

The consultant will submit the revised 2021 HMP on behalf of PWAG to CalOES. If comments are received from CalOES or FEMA, the consultant will take appropriate action to address FEMA and CalOES concerns. The revised final draft will then be resubmitted to CalOES and FEMA. The FEMA-approved draft will then be presented to the PWAG Executive Committee and each participating agencies Board for final review and approval. Once FEMA receives proof of the PWAG Executive Committee's approval and each participating agency's Board approval, the plan will be final.

- Consultant shall provide twenty (20) hard copies and twenty (20) editable electronic copies (USB Drive) of the final FEMA and Board approved plan.
- Consultant shall provide any copies that are submitted to OES and FEMA.

(Consultant's work will be completed at this point)

14. Consultant: Will a consultant assist with the planning development process?

Yes No

If yes, include the following information in the box below or attach copies:

- Request for Proposals (RFP's) and bid process
- Description of responsibilities
- Clarify at what point the consultant responsibilities will be fulfilled.

The responsibilities are outlined in Section 3—under “Overview” and in the “Scope of Work” within the RFP where it outlines the selected consultant will collect and incorporate public comments into the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to CalOES and FEMA Region IX for review and approval. The Consultant is responsible for all plan revisions from Cal OES, FEMA, and/or any of the participating until adopted by each agency's governing body.

WORK SCHEDULE INFORMATION

15. PLANNING WORK SCHEDULE:

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the plan.

- Describe the major milestones and the duration of time to complete each one.
- Show activity duration in months.
- The work schedule must include six months for Cal OES/FEMA review/revisions/approval, appropriate time for local adoption and 90 days for grant closeout.
- **Cannot exceed 36 months**

WORK SCHEDULE EXAMPLE		
#	DESCRIPTION	TIMEFRAME
1.	Procure consultant	3 months
2.	Develop planning team	2 months
3.	Stakeholder outreach	3 months
4.	Hazard identification	3 months
5.	Risk assessment	3 months
6.	Mitigation strategy	2 months
7.	Maintenance plan	1 month
8.	Plan draft	3 months
9.	Cal OES/FEMA Review/Revisions	6 months
10.	Local Plan Adoption	2 months
11.	Grant Closeout	3 months
TOTAL MONTHS:		31 months

#	DESCRIPTION	TIMEFRAME
1.	Finalize RFP and select consultant	2 months
2.	Establish Planning Team / Planning Team Kick-off	2 months
3.	Stakeholder Outreach	3 months
4.	Hazard Identification	4 months
5.	Hazard Mapping	3 months
6.	Vulnerability / Risk Assessment	3 months
7.	Mitigation Strategy	2 months
8.	Maintenance Plan	2 month
9.	Plan DRAFT	2 months
10.		
11.		
12.		
13.		
14.		
15.		
16.	Standard Value Cal OES/FEMA Review/Revisions	6 months
17.	Local Plan Adoption	2 months
18.	Standard Value Grant Close-out	3 months
TOTAL MONTHS:		34

Cost Estimate Information

16. HMGP Cost-Estimate Spreadsheet:

A. Cost-Estimate Instructions:

Using the [HMGP Cost-Estimate Spreadsheet](#) on the next page, provide a detailed cost-estimate breakdown.

- Documentation to support the cost estimate is necessary.
- Eligible costs must be included in both the cost estimate spreadsheet and the scope of work to be reimbursed.

COST-ESTIMATE SPREADSHEET EXAMPLE				
ITEM NAME	UNIT QTY	UNIT	UNIT COST	COST EST TOTAL
PLAN INITIATION	80	HR	\$120	\$9,600
PUBLIC ENGAGEMENT	40	HR	\$60	\$2,400
REVIEW OF PLANS	140	HR	\$80	\$11,200
HAZARD/RISK ASSESSMENT	100	HR	\$150	\$15,000
LOCAL PLAN UPDATES	200	HR	\$67	\$13,400
COMPILE DRAFT	120	HR	\$120	\$14,400
REVIEW OF DRAFT	67	HR	\$120	\$8,040
APPROVAL/ADOPTION	50	HR	\$150	\$7,500
PLANNING CLOSE-OUT	80	HR	\$150	\$12,000
TOTAL COST ESTIMATE:				\$93,540

B. INELIGIBLE COSTS:

The following are ineligible line items:

- Lump Sums
- Contingency Costs
- Miscellaneous Costs
- “Other” Costs
- Cents (must use whole dollar amounts, round unit prices up to whole dollars)

C. PRE-AWARD COSTS:

Eligible pre-award costs are costs incurred after the disaster date of declaration, but prior to grant award. Pre-award costs directly related to developing the subapplication may be funded.

- Preparation of subapplication
- Workshops or meetings related to development



Subapplicants who are not awarded funds will not receive reimbursement for pre-award costs.

D. COST-ESTIMATE NARRATIVE:

FEMA requires a cost estimate narrative that explains each projected expenditure in detail. The cost estimate narrative must mirror the cost estimate spreadsheet and should include a detailed narrative explaining and supporting each cost listed in the Cost Estimate Spreadsheet. If your cost estimate includes City, County, or State employees’ time, include personnel titles and salary/hourly wages plus benefits for a total hourly cost. Detailed, functional timesheets must be retained.

Title the document “Cost-Estimate Narrative” and attach to this subapplication form.

HMGP Cost Estimate Spreadsheet

Date	Jurisdiction	Disaster/Control Numbers		Title	
	Item Name	Quantity	Units	Unit Cost	Cost Estimate Total
1	Pre-Award Costs:				\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
Total Project Cost Estimate:					\$ -

17. Federal/Non-Federal Share Information:

A. FUNDING RESTRICTIONS:



HMGP funding is restricted to a maximum of \$150,000 for each single jurisdictional planning subapplication and up to \$250,000 if multi-jurisdictional. FEMA will contribute up to 75% of the total planning cost. A minimum of 25% of the total eligible costs must be provided from a non-federal source. The state does not contribute to local cost share.



A jurisdiction may contribute an amount greater than the 25% non-federal share.

B. Total Planning Cost Estimate:

250000.00

Enter total cost formulated on the [HMGP Cost Estimate Spreadsheet](#)

ENTER \$ IN BOX ABOVE



Verify all amounts entered are accurate.

Incorrect amounts Will delay processing of your subapplication.

FEDERAL SHARE (75% MAXIMUM)	REQUESTED AMOUNT:	187500.00
		ENTER \$ IN BOX ABOVE
	PERCENTAGE AMOUNT:	75
		ENTER % IN BOX ABOVE
NON-FEDERAL SHARE (25% MINIMUM)	REQUESTED AMOUNT:	62500.00
		ENTER \$ IN BOX ABOVE
	PERCENTAGE AMOUNT:	25
		ENTER % IN BOX ABOVE

C. NON-FEDERAL MATCH SOURCE - MATCH COMMITMENT LETTER:

Complete the Match Commitment Letter using the template on the next page.

- Match Commitment Letter should be submitted in an organizations letter head and it must be signed by an Authorized Agent.
- The non-federal source of matching funds must be identified by name and type.
- If "other" is selected for funding type, provide a description.
- Exact date of availability for all matching funds must be provided.
- Funds must be available at the time of submission unless prior approval has been received from Cal OES.
- If there is more than one non-federal funding source, provide the same information for each source on an attached document.
- Match funds must be in support of cost line listed in the cost estimate spreadsheet.
- Requirements for donated contributions can be found in 2 CFR 200.306.

Local Match Fund Commitment Letter

<DATE>

<COMPANY NAME>

<ADDRESS LINE 1>

<ADDRESS LINE 2>

<CITY, STATE, ZIP>

RE: < DISASTER & CONTROL #> Subapplication Match Commitment Letter

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as <NAME OF SUBAPPLICANT>'s commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program.

Source of Non-Federal Funds:

**Local
Agency
Funding**

**Other
Agency
Funding**

**PNP
Funding**

**State
Agency
Funding**

Name of Funding Source:

Funds Availability Date:

Provide exact date of availability of funds

Federal Share Amount Requested:

\$

Must match \$ amount in subapplication

Local Share Amount Match:

\$

Must equal 25% minimum of total project cost

Funding Type:

Examples: Administration, Cash, Consulting Fees, Engineering Fees, Force Account Labor, Agency Personnel, Program Income, Etc.

If additional federal funds are requested, an additional local match fund commitment letter will be required.

Please contact <NAME OF CONTACT> at <PHONE NUMBER & EMAIL> with questions.

Sincerely,

<SIGNATURE OF AUTHORIZED AGENT>

<FIRST/LAST NAME OF AUTHORIZED AGENT>

<TITLE>

<PHONE>

<FAX>

<EMAIL>

PRINT THIS PAGE – ORIGINAL SIGNATURE IS REQUIRED

AUTHORIZATION

The undersigned does hereby submit this subapplication for financial assistance in accordance with the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) and the State Hazard Mitigation Administrative Plan and certifies that the subapplicant (e.g., organization, city, or county) will fulfill all requirements of the program as contained in the program guidelines and that all information contained herein is true and correct to the best of our knowledge.

Subapplicant Authorized Agent

Name: Tom Coleman

Title: General Manager

Organization: Rowland Area County Water District

Signature: *Tom Coleman*

Date: January 21, 2021



ROWLAND WATER DISTRICT

BOARD OF DIRECTORS

Robert W. Lewis
President

John E. Bellah
Director

Anthony J. Lima
Director

Teresa P. Rios
Vice President

Szu Pei Lu-Yang
Director

Thomas L. Coleman
General Manager

David Warren
Director of Operations

Rosemarie Perea
Director of Administrative Svcs.

LOCAL MATCH FUND COMMITMENT LETTER

January 12, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

Re: Disaster No. PF-5293 Subapplication Funding Match Commitment Letter

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as Rowland Water District commitment to meet the local match fund requirements for the Hazard Mitigation Grant Program.

SOURCE OF NON-FEDERAL FUNDS:

LOCAL AGENCY FUNDING

OTHER AGENCY FUNDING

PRIVATE NON-PROFIT FUNDING

STATE AGENCY FUNDING

NAME OF FUNDING SOURCE:

General Reserves

FUNDS AVAILABILITY DATE:

01/12/2021

PROVIDE EXACT MONTH/DATE/YEAR OF AVAILABILITY OF FUNDS

FEDERAL SHARE AMOUNT REQUESTED:

\$250,000.00

MUST MATCH \$ AMOUNT PROVIDED IN SUBAPPLICATION

LOCAL SHARE AMOUNT MATCH:

\$62,500.00

MUST EQUAL A MINIMUM OF THE 25% FEDERAL SHARE REQUESTED

FUNDING TYPE:

General Administration Account

EXAMPLES: ADMINISTRATION, CASH, CONSULTING FEES, ENGINEERING FEES, FORCE ACCOUNT LABOR, AGENCY PERSONNEL, PROGRAM INCOME, ETC.

If additional federal funds are requested, an additional local match fund commitment letter will be required.

Please contact Tom Coleman at (562) 697-1726 or tcoleman@rowlandwater.com with questions.

Yours truly,



Tom Coleman
General Manager

HMGP Cost Estimate Spreadsheet

DATE	JURISDICTION NAME	DISASTER & PROJECT OR PLANNING #	PROJECT OR PLANNING TITLE

#	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total
1	LHMP Planning & Development Process / Stakeholder In	199	HR	\$ 175.00	\$ 34,825
2	Hazard / Vulnerability Assessment	298.5	HR	\$ 200.00	\$ 59,700
3	Mitigation Goals, Objectives, and Mitigation Measures	200	HR	\$ 200.00	\$ 40,000
4	Draft 2021 Local Hazard Mitigation Plan	152	HR	\$ 200.00	\$ 30,400
5	Final Plan Approvals / Submittal / Adoption	129	HR	\$ 175.00	\$ 22,575
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
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27					\$ -
28					\$ -
29					\$ -
30					\$ -
31					\$ -
32					\$ -
33					\$ -
34					\$ -
35					\$ -
36					\$ -
37					\$ -
38					\$ -
39					\$ -
40					\$ -
Total Project Cost Estimate:					\$ 187,500

Cost Estimate Narrative

Overview

The successful consultant will be required to work closely with the PWAG project liaison, as the coordinator for a multi-jurisdictional Local Hazard Mitigation Plan (MJLHMP), ten (10) participating agencies, other governmental agencies and members of the community to prepare the LHMP for the participating PWAG agencies. The LLHMP must comply with the FEMA and the California Governor's Office of Emergency Services (OES) standards. The completed plan shall result in a FEMA, State, participating agencies, and PWAG Executive Committee approved MJLHMP.

Task 1: LLHMP Planning & Development Process / Stakeholder Involvement

199 hours @\$175 dollars/hour = \$34,825

PWAG Budget: 200 hours @\$100 dollars/hour = \$20,000 (approximately 20 hours per participating agency)

Planning Team

The MJLHMP planning team will be composed of representatives of PWAG participating agencies (ten total).

The consultant will budget to schedule monthly in-person, virtual or telephonic meetings with the planning team to review process, review hazard extents, history, and potential losses, determine mitigation goals and objectives, and review mitigation actions.

Public Involvement

The consultant shall coordinate and solicit public involvement in an effort to capture community input and educate the public. This shall include multiple open sessions for input and review, written and oral comments, social media releases, placement in public spaces and public events (as appropriate with COVID-19), and specific outreach to key stakeholders. The consultant will provide outreach language, meeting dates, plan progress, and a draft copy of the MJLHMP, to display on the PWAG and each participating member's websites during the development process.

Consultant shall facilitate a minimum of three public meetings among the participating agencies' jurisdictions. Each meeting will focus on educating the public on the MJLHMP development process and identify community concerns. When a final draft MJLHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.

Task 2: Hazard / Vulnerability Assessment

380 hours @\$200 dollars/hour = \$59,700

PWAG Budget: 150 hours @\$100 dollars/hour = \$15,000 (approximately 15 hours per participating agency)

Integration of Other Planning Efforts

Utilization of participating agencies' water system master plans, other capital improvement plans, emergency operations plans, wells and pipeline Seismic Assessment Report (if available), risk and resilience assessments from the American Water Infrastructure Act (AWIA) process, and any other relevant documents identified by the Planning Team. This information may be integrated into the LLHMP as appropriate.

Hazard Identification and Risk Assessment

The Planning Team will identify and update natural or man-made hazards that may affect or have historically affected the County Operational Area. Information sources should include current and historical data from Federal, State and local government documents. Data sources would include the State Hazard Mitigation Plan and local sources such as the Los Angeles County Hazard Mitigation Plan.

Information will be completed for each hazard by identifying such hazard's key characteristics, such as nature, location, history, duration, extent, and the probability of occurrence. These findings will be used to identify, update and map areas at risk for potential hazardous events.

Local Capabilities Assessment

Each participating agency will identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. Consultant shall discuss with PWAG and participating agencies the prior use of these resources, if any, and effectiveness. A draft capabilities assessment will be prepared by the consultant for review and approval by the Planning Team as part of the MJLHMP planning process.

Identify Assets

Consultant shall update the inventoried and mapped list of critical facilities, infrastructure elements and relevant assets. The data will be collected from the existing MJLHMP, the Planning Team and other sources as appropriate. Geographic Information System (GIS) maps will be provided by participating agencies. All hazard maps will be updated by the consultant.

Estimate Potential Losses

Consultant will work with each participating agency to identify and update the types and count of structures at risk including, but not limited to, critical facilities, and infrastructure.

Consultant shall estimate and update potential damages using resources and data provided by the Planning Team and FEMA/State tools. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimate.

Consultant shall use data collected to prioritize and update the hazards associated with Los Angeles County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities.

Planning Process

The plan shall document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Additionally, the consultant will document the planning process by ensuring that all meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the plan.

Task 3: Mitigation Goals, Objectives, and Mitigation Measures

200 hours @\$200 dollars/hour = \$40,000

PWAG Budget: 100 hours @\$100 dollars/hour = \$10,000 (approximately 10 hours per participating agency)

The Planning Team meetings will be used as an opportunity to obtain all pertinent information from each agency. The consultant will be in charge of developing materials to provide each agency as take-home assignments. The take-home assignment materials should attempt to obtain mitigation goals, objectives, future mitigation measure, and other necessary information.

Develop/Update Hazard Mitigation Goals

Using the data collected as a guide, the consultant will work with the Planning Team to develop goals and a long-term vision to mitigate the risk to people and property within the PWAG's participating member agencies, and enhance mitigation capabilities.

Develop, Update, Evaluate and Prioritize Hazard Mitigation Measures

Consultant will provide the Planning Team with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the capabilities assessment and previously developed concepts. The Planning Team will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and the legality of the mitigation must be evaluated as part of the process.

The Planning Team will review potential mitigation measures, modify them as needed and prepare a final approved list.

Mitigation Measures Implementation Plan

Using the data collected and with assistance from the Planning Team, the consultant will develop an implementation plan to outline how each mitigation measure will be implemented in the next five years. The implementation plan will include responsible party, timeline, funding source, and a description of the mitigation measure.

Task 4: Draft 2024 Multi-jurisdictional Local Hazard Mitigation Plan

152 hours @\$200 dollars/hour = \$30,400

PWAG Budget: 100 hours @\$100 dollars/hour = \$10,000 (approximately 10 hours per participating agency)

Consultant shall provide a preliminary draft of the 2024 MJLHMP for review by the Planning Team and participating agencies. Once approved by the Planning Team, the 2024 LHMP will be presented in public meetings and made available to the stakeholders and public for review. Consultant shall address valid input from the Planning Team, stakeholders, and the public, and include in the LLHMP.

Task 5 Final Plan Approvals / Submittal / Adoption

129 hours @\$175 dollars/hour = \$22,575

PWAG Budget: 100 hours @\$100 dollars/hour = \$10,000 (approximately 10 hours per participating agency)

The consultant will submit the revised 2024 MJLHMP on behalf of the participating PWAG agencies to CalOES. If comments are received from CalOES or FEMA, the consultant will take appropriate action to address those comments. The revised final draft will then be resubmitted to CalOES and FEMA. The FEMA-approved draft will then be presented to the PWAG Executive Committee and each participating agency's Board for final review and approval. Once FEMA receives proof of the PWAG Executive Committee's approval and each participating agency's Board approval, the plan will be final.



ROWLAND WATER DISTRICT

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Director of Administrative Svcs.

LETTER OF COMMITMENT (FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 12, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Rowland Water District is submitting this letter of commitment to confirm that Rowland Water District has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Rowland Water District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

Rowland Water District understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Tom Coleman, commit Rowland Water District to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this January 12, 2021

Please contact Tom Coleman at (562) 697-1726 or tcoleman@rowlandwater.com with questions.

Yours truly,



Tom Coleman,
General Manager



**LETTER OF COMMITMENT
(FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)**

1/20-2021

Rowland Water District
3021 Fullerton Rd.
Rowland Heights, Ca. 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Bellflower Somerset Mutual Water Company is submitting this letter of commitment to confirm that Bellflower Somerset Mutual Water Company has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Bellflower Somerset Mutual Water Company, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

Bellflower Somerset Mutual Water Company understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).



Bellflower-Somerset Mutual Water Company
10016 E Flower Street, Bellflower, Ca 90706
Office: 562-866-9980 Fax: 562-866-2245

WebSite: www.bsmwc.com

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Steve Lenton, commit Bellflower Somerset Mutual Water Company to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 20th day of January 2021.

Please contact Steve Lenton at (562) 866-9980 & steve@bsmwc.com with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Lenton", is written below the word "Sincerely,".

Steve Lenton
General Manager
(562) 866-9980
(562) 866-2245
steve@bsmwc.com



1999 KINCLAIR DRIVE, PASADENA, CALIFORNIA 91107-1017
TELEPHONE (626) 797-6295 • FAX (626) 794-5552
WEBSITE: kinneloairrigationdistrict.info

LETTER OF COMMITMENT
(FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 5, 2021

Lead Agency: Rowland Water District

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-Jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Kinneloa Irrigation District is submitting this letter of commitment to confirm that Kinneloa Irrigation District has agreed to participate in the Rowland Water District Multi-Jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Kinneloa Irrigation District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

Kinneloa Irrigation District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan, I, Melvin L Matthews commit Kinneloa Irrigation District to the Rowland Water District Multi-Jurisdictional Hazard Mitigation Planning effort.

This document is executed this fifth day of January 2021.

Please contact Melvin L Matthews at 626-622-9137 or mel@kinneloairrigationdistrict.info with questions.

Sincerely,

Melvin L. Matthews
General Manager

Henry P. Hernandez
President

David Argudo
Director

Cesar Barajas
Director



John P. Escalera
Director

William R. Rojas
Director

Roy Frausto
General Manager

112 N First St. / P.O. Box 3136
La Puente, CA 91744
(626) 330-2126 – Fax (626) 330-2679
www.lapuentewater.com

**LETTER OF COMMITMENT
(FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)**

January 12, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the La Puente Valley County Water District is submitting this letter of commitment to confirm that La Puente Valley County Water District has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, La Puente Valley County Water District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

La Puente Valley County Water District understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and

- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Roy Frausto, commit La Puente Valley County Water District to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 12th day of January 2021.

Please contact Roy Frausto at (626) 330-2126 & rfrausto@lapuentewater.com with questions.

Sincerely,



Roy Frausto
General Manager

Off # (626) 330-2126
Fax # (626) 330-2679
rfrausto@lapuentewater.com

LETTER OF COMMITMENT (FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 13, 2021

California Governor's Office of
Emergency Services
c/o Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water Multi-Jurisdictional Hazard Mitigation Planning Effort

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and recognize that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Pico Water District is submitting this letter of commitment to confirm that Pico Water District has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

Furthermore, as a condition of participation in the mitigation planning, Pico Water District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary, and in a timely manner, to the Rowland Water District to allow that district to complete the plan in conformance with FEMA requirements.

Pico Water District understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan; and

- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, David Gonzales, President of the Board of Directors, through action approved by the Pico Water District Board of Directors, commit Pico Water District to the Rowland Water District Multi-Jurisdictional Hazard Mitigation Planning effort.

This document is executed this 13th day of January, 2021.

Please contact Mark Grajeda at (562) 692-3756 & msgrajeda@picowaterdistrict.net with any questions.

Sincerely,



David R. Gonzales
President

DIRECTORS

LARRY TAYLOR, President
CHARLES DELATORRE, Vice President
MARY CAMMARANO
ERIC CHAN
SABINO CICI

OFFICE
8386 GRAND AVENUE
ROSEMEAD, CA 91770

MAILING
P.O. BOX 2227
SAN GABRIEL, CA 91778-2227



**SAN GABRIEL
COUNTY WATER DISTRICT**

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Secretary/General Manager

CASEY G. FEILEN
Assistant General Manager

CARMEN I. CORONA
Treasurer/Finance & Administration Manager

OLIVAREZ MADRUGA
LEMIEUX O'NEILL, LLP
General Counsel

(626) 287-0341

FAX (626) 287-8524

WWW.SGCWD.COM

**LETTER OF COMMITMENT
(FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)**

January 7, 2021

Rowland Water District
3021 Fullerton Rd.
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the San Gabriel County Water District is submitting this letter of commitment to confirm that San Gabriel County Water District has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, San Gabriel County Water District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

San Gabriel County Water District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;

- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I James Prior , commit San Gabriel County Water District to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this seventh day of January 2021.

Please contact James Prior at 626-287-0341 or jim@sgcwd.com with questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Prior', with a long horizontal flourish extending to the right.

James Prior
General Manager
626-287-0341
626-287-8524
jim@sgcwd.com



LETTER OF COMMITMENT (FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 5, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the South Montebello Irrigation District is submitting this letter of commitment to confirm that South Montebello Irrigation District has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, South Montebello Irrigation District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

South Montebello Irrigation District understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).



Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Alberto Corrales, commit South Montebello Irrigation District to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 5 day of January, 2021.

Please contact Alberto Corrales at 323-721-4735 or smidwater@pacbell.net with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Corrales", is written over the word "Sincerely,".

Alberto Corrales
General Manager
South Montebello Irrigation District
323-721-4735
smidwater@pacbell.net



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GENERAL MANAGER/CHIEF ENGINEER
Matthew H. Litchfield, P.E.

**LETTER OF COMMITMENT
(FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)**

January 6, 2021

Public Water Agency Group
Rowland Water District
3021 Fullerton Rd.
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in the Public Water Agency Group (PWAG) Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Three Valleys Municipal Water District (TVMWD) is submitting this letter of commitment to confirm that TVMWD has agreed to participate in the PWAG Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, TVMWD agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to PWAG to complete the plan in conformance with FEMA requirements.

TVMWD understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;

- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Matthew Litchfield, commit TVMWD to the PWAG Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this Sixth day of January 2021.

I would welcome the opportunity to discuss this effort further and answer any questions you may have. I can be reached at 909-621-5568 or via email at mlitchfield@tvmwd.com.

Sincerely,



Matthew Litchfield
General Manager

cc: Michael Holmes, Emergency Preparedness Coordinator - PWAG



Sylvia Beltran, Chairwoman
Daniel Liese, Vice-Chairman
Curtis Feese, Treasurer
Robert Ghirelli, Secretary
John Akerboom, Director
Dr. Sergio Hernandez, Director
Ronald Wheeler, Director

P. David Michalko, General Manager
Gloria Galindo, Office Manager

LETTER OF COMMITMENT (FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 20, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Valencia Heights Water Company is submitting this letter of commitment to confirm that Valencia Heights Water Company has agreed to participate in the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Valencia Heights Water Company, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

Valencia Heights Water Company understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction. ;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any

3009 East Virginia Avenue – West Covina, CA 91791-2252
Phone (626) 332-8935 – Fax (626) 332-9441 – Email info@vhwc.org

planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and

- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

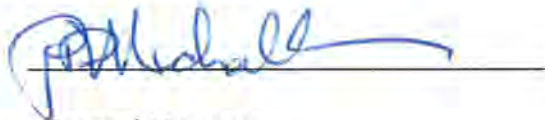
Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I P. David Michalko, commit Valencia Heights Water Company to the Rowland Water District Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 20th day of January, 2021.

Please contact Dave Michalko at (626) 332-8935, or dmichalko@vhwc.org with questions.

Sincerely,

P. David Michalko



General Manager

626-332-8935

dmichalko@vhwc.org

WALNUT VALLEY WATER DISTRICT



271 South Brea Canyon Road Walnut, California 91789-3002
(909) 595-7554 • (626) 964-6551
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LETTER OF COMMITMENT (FOR MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLANS)

January 21, 2021

Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

RE: Letter of Commitment as Participating Jurisdiction in Rowland Water District's Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Walnut Valley Water District (WVWD) is submitting this letter of commitment to confirm that WVWD has agreed to participate in the Rowland Water District's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, WVWD agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Rowland Water District to complete the plan in conformance with FEMA requirements.

WVWD understands that it must engage in the following planning process, as more fully described in [FEMA's Local Mitigation Planning Handbook](#), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;

- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I Erik Hitchman commit Walnut Valley Water District to the Rowland Water District's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 21st day of January, 2021

Please contact Erik Hitchman at (909)595-1268, extension 244 or ehitchman@wwwd.com with questions.

Sincerely,



Erik Hitchman
General Manager/Chief Engineer
Office: (909) 595-1268, Ext. 244
Fax: (909)444-5521
ehitchman@wwwd.com



ROWLAND WATER DISTRICT

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Director of Administrative Svcs.

January 12, 2021

State of California
California Governor's Office of Emergency Services
CAL OES 130

Re: Designation of Subrecipient's Agent Resolution Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program
CAL OES Form 130

Gentlemen:

Attached is the above-captioned CAL OES Form 130. In connection with the authorized agents listed on the form, we have included "Titles Only". The names associated with those titles are:

General Manager:	Tom Coleman
Assistant General Manager:	Dave Warren
Director of Finance:	Myra Malner

Should you require further information, please advise.

Thank you.

Yours truly,

TOM COLEMAN
Authorized Agent

/rp
Enclosure

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE Board of Directors OF THE Rowland Water District
(Governing Body) (Name of Applicant)

THAT General Manager, OR
(Title of Authorized Agent)
Assistant General Manager, OR
(Title of Authorized Agent)
Director of Finance
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Rowland Water District, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service,
for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief
and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Rowland Water District, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state
disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 12 day of January, 2021

General Manager
(Name and Title of Governing Body Representative)
Assistant General Manager
(Name and Title of Governing Body Representative)
Director of Finance
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Tom Coleman, duly appointed and General Manager of
(Name) (Title)
Rowland Water District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Rowland Water District
(Governing Body) (Name of Applicant)

on the 12 day of January, 2021.

Tom Coleman General Manager
(Signature) (Title)

Cal OES Form 130 Instructions

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient Rowland Area County Water District **Duns#** 085406742 **FIPS#** 037-91161
Disaster/Program Title: Public Water Agencies Group (PWAG) Multi-Jurisdictional Local Hazard Mitigation Plan
Performance Period: 07/31/21 to 05/31/24 **Subaward Amount Requested:** \$ 183,750
Type of Non-Federal Entity (Check Box): State Gov. Local Gov. JPA Non-Profit Tribe


Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	<3 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 0
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	No
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent) 	Date: 01/21/2021
Print Name and Title: Tom Coleman, General Manager	Phone Number: (562) 687-1726
Cal OES Staff Only: SUBAWARD #	



REQUEST FOR PROPOSAL

PUBLIC WATER AGENCY GROUP

ISSUE DATE:

PROPOSAL SUBMISSION DEADLINE:

Michael Holmes
pwag.epc@gmail.com

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Overview

The *Public Water Agencies Group* (PWAG) is seeking proposals from experienced consultants to provide professional consulting services to prepare Multi-jurisdictional Hazard Mitigation Plans (MJLHMP) for ten (10) participating agencies within PWAG, as described below.

1. Description of the Public Water Agencies Group

PWAG is a California non-profit mutual benefit corporation consisting of twenty (20) public water agencies who provide various types of water service throughout Los Angeles County – from Antelope Valley in northern L.A. County down through the San Gabriel foothills and into the eastern and southern sections of the County. The Group consists of retail water districts, irrigation districts, state water project members, wholesale municipal water districts and a groundwater basin watermaster.

2. Project Description

PWAG will be the lead agency to apply for a hazard mitigation grant and then coordinate the preparation of a Multi-Jurisdictional Hazard Mitigation Plan (MJLHMP) for up to 10 separate water agencies. During the MJLHMP process, the consultant shall facilitate a process for each participating agency to develop agency specific annexes.

The proposed project is to conduct a multi-jurisdiction hazard assessment and consequently develop a MJLHMP that meets the Federal Emergency Management Agency (FEMA) guidelines for approval. The goal is to evaluate each agency's risks and vulnerabilities, and apply those to develop individual and actionable mitigation action plans, in order to achieve a coordinated approach among participating agencies.

Currently a number of the participating water utilities have conducted Risk and Resilience Assessments in compliance with the American Water Infrastructure Act and have begun updates to their Emergency Response Plans in compliance with California's Standardized Emergency Management System and the National Incident Management System. The MJLHMP project aligns well with the effort and will support creating more resilient infrastructure throughout the region.

Below is a list of the 10 water agencies that have committed to participating in the plan development:

Rowland Water District *
Bellflower Somerset Mutual Water Company
Kinneloa Irrigation District
La Puente Valley County Water District
Pico Water District
San Gabriel County Water District
South Montebello Irrigation District
Three Valleys Municipal Water District
Valencia Heights Water Company
Walnut Valley Water District

**Lead Agency*

3. Minimum Requirements

- Qualified proposals will be from consultants with experience in preparing Multi- jurisdictional Hazard Mitigations Plans and preferably have working knowledge in water systems, emergency management and mitigation actions for water and wastewater systems.
- Consultant must have a minimum of five (5) years' experience providing mitigation planning services.
- Preferred that consultant has experience providing the services in the scope of work to water and wastewater utilities.

General Information and Key Dates

1. General Information

- PWAG will not be held liable for any costs incurred by consultants in responding to this *Request for Proposal* (RFP).
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Each bidder shall submit a complete proposal with all information requested.
- The consultant must be able to meet all PWAG insurance requirements. (See the attached *Standard Consultant Agreement*)
- PWAG reserves the right to request additional information from any or all of the respondents.
- PWAG reserves the right to reject any or all of the proposals. All late or incomplete proposals will not be considered. PWAG shall have sole discretion in determining the completeness of each proposal.
- PWAG shall reserve the right to follow-up on consultant qualifications and contact past clients for references.
- The terms and scope of the contract will be determined on the basis of professional negotiations between PWAG and the prospective consultant. PWAG reserves the right to negotiate with any or all consultants prior to award. If PWAG and the prospective consultant fail to reach a contractual agreement, PWAG may negotiate with other qualified consultants.
- Following the selection of the consultant and execution of the contract, all respondents will be notified of PWAG's decision.
- The approved plan and all data gathered throughout the term of the contract will be property of PWAG.
- Any questions regarding the RFP should be directed to Michael Holmes, PWAG Emergency Response Coordinator, by email at: pwag.epc@gmail.com.

2. Key Dates

Request for Proposal Issue Date: _____
Questions Due: _____
Proposal Submission Deadline: _____
CalOES Approval _____
FEMA Approval by: _____

Scope of Work

1. Overview

The successful consultant will be required to work closely with the PWAG project liaison, as the coordinator for the Multi-jurisdictional Local Hazard Mitigation Plan (MJLHMP), the ten (10) participating agencies, other governmental agencies and members of the community to prepare the MJLHMP for PWAG. The MJLHMP must comply with the FEMA and the California Governor's Office of Emergency Services (OES) standards. The completed plan shall result in a FEMA, State, participating agencies', and PWAG Executive Committee approved MJLHMP.

- The consultant shall act as the project manager, primary investigator and primary author of the MJLHMP and will be required to report to FEMA, OES and the MJLHMP Planning Team as necessary throughout the term of the contract.
- A Planning Team consisting of core representatives will be formed by PWAG. The Planning Team will meet at least once a month to review progress and address plan development needs.
- The consultant shall provide technical and administrative services including, but not limited to coordinating monthly Planning Team meetings, communications, presentations, documentation of the planning process and bi-weekly status reports on budget and work progress.
- The consultant will be expected to coordinate and complete the following minimum tasks in the development of the MJLHMP and in accordance with the timeline that is mutually agreed upon.
- Responders having alternate proposals to meet the objective, may, after responding to the minimum tasks hereunder, offer alternatives (identifying advantages, disadvantages and associated costs) for consideration by PWAG.

The response to the RFP shall be prepared by the consultant in a task format with the methodology of how each task will be performed and shall contain the following minimum information:

Task 1: Stakeholder Involvement

Please note, the consultant will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), facilitator, and meeting minutes for each meeting. The meetings may be conducted via video conferencing and may take place on a sub-regional basis.

Planning Team

The planning team will be composed of representatives of PWAG' participating agencies.

The consultant should budget to schedule monthly in-person, virtual or telephonic meetings with the

Planning Team to review process, review hazard extents, history, and potential losses, determine mitigation goals and objectives, and review mitigation measures.

The consultant should propose the number of meetings that should take place to fulfill the tasks in the RFP.

Public Involvement

The consultant shall coordinate and solicit public involvement in an effort to capture community input and educate the public. This shall include multiple open sessions for input and review, written and oral comments, media releases and specific outreach to key stakeholders. The consultant will provide outreach language, meeting dates, plan progress, and a draft copy of the MJLHMP, to display on the PWAG website during the development process.

Consultant shall facilitate a minimum of three public meetings among the various jurisdictions of the participating agencies. Each meeting will focus on educating the public on the MJLHMP development process and identify community concerns. When a final draft MJLHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.

Note: For security reasons, all sensitive critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

Task 2: Planning

Integration of Other Planning Efforts

Consultant shall review the participating agencies' water system master plans, other capital improvement plans, emergency operation plans, wells and pipeline Seismic Assessment Report (if available) and any other relevant documents identified by the Planning Team. These plans may be integrated into the MJLHMP as appropriate.

Hazard Identification and Risk Assessment

Consultant, in conjunction with the Planning Team, shall identify and update natural or man-made hazards that may affect or have historically affected the County Operational Area. Information sources should include current and historical data from Federal, State and local government documents. Data sources would include the State Hazard Mitigation Plan and local sources such as the Los Angeles County Hazard Mitigation Plan.

The consultant will revise and/or update each hazard by identifying their key characteristics, such as nature, location, history, duration, extent, and the probability of occurrence.

Consultant shall use these findings to identify, update and map areas at risk for potential hazardous events.

Local Capabilities Assessment

The consultant shall work with each participating agency to identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. Consultant shall discuss with PWAG and participating agencies the prior use of these resources, if any, and

effectiveness. A draft capabilities assessment will be prepared by the consultant for review and approval by the Planning Team as part of the MJLHMP planning process.

Identify Assets

Consultant shall update the inventoried and mapped list of critical facilities, infrastructure elements and relevant assets. The data will be collected from the existing MJLHMP, the Planning Team and other sources as appropriate. Geographic Information System (GIS) maps will be provided participating agencies. All hazard maps will be updated by the consultant.

Estimate Potential Losses

Consultant will work with each participating agency to identify and update the types and count of structures at risk including, but not limited to, critical facilities, and infrastructure.

Consultant shall estimate and update potential damages using resources and data provided by the Planning Team and FEMA/State tools. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimate.

Consultant shall use data collected to prioritize and update the hazards associated with Los Angeles County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities.

Planning Process

The plan shall document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Additionally, the consultant will document the planning process by ensuring that all meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the plan.

Task 3: Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

The Planning Team meetings will be used as an opportunity to obtain all pertinent information from each agency. The consultant will be in charge of developing materials to provide each agency as take-home assignments. The take-home assignment materials should attempt to obtain mitigation goals, objectives, future mitigation measure, and other necessary information.

Develop/Update Hazard Mitigation Goals

Using the data collected as a guide, the consultant will work with the Planning Team to develop goals and a long-term vision to mitigate the risk to people and property within the PWAG's participating agencies, and enhance mitigation capabilities.

Develop, Update, Evaluate and Prioritize Hazard Mitigation Measures

Consultant will provide the Planning Team with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the capabilities assessment and previously developed concepts. The Planning Team will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and

finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and the legality of the mitigation must be evaluated as part of the process.

The Planning Team will review potential mitigation measures, modify them as needed and prepare a final approved list.

Mitigation Measures Implementation Plan

Using the data collected and with assistance from the Planning Team, the consultant will develop an implementation plan to outline how each mitigation measure will be implemented in the next five years. The implementation plan will include responsible party, timeline, funding source, and a description of the mitigation measure.

Task 4: Draft 2024 Hazard Mitigation Plan and Final 2024 Hazard Mitigation Plan

Draft Hazard Mitigation Plan

Consultant shall provide a preliminary draft of the 2024 MJLHMP for review by the Planning Team and participating agencies. Once approved by the Planning Team, the 2024 MJLHMP will be presented in public meetings and made available to the stakeholders and public for review. Consultant shall address valid input from the Planning Team, stakeholders, and the public, and include in the updated MJLHMP.

Final Hazard Mitigation Plan

The consultant will submit the revised 2024 MJLHMP on behalf of PWAG to CalOES. If comments are received from CalOES or FEMA, the consultant will take appropriate action to address those comments. The revised final draft will then be resubmitted to CalOES and FEMA. The FEMA-approved draft will then be presented to the PWAG Executive Committee and each participating agency's Board for final review and approval. Once FEMA receives proof of the PWAG Executive Committee's approval and each participating agency's Board approval, the plan will be final.

- Consultant shall provide twenty (20) hard copies and twenty (20) editable electronic copies (USB Drive) of the final FEMA and Board approved plan.
- Consultant shall provide any copies that are submitted to OES and FEMA.

Proposal Content

Submitted proposal must contain the following information:

- Cover letter
- Table of Contents
- Consultant experience
 - Provide the consultant's experience in emergency planning
 - Provide the consultant's experience in developing/updating multi-jurisdictional hazard mitigation plans
 - Provide the consultant's experience working with water and/or wastewater utilities
- Provide the consultant's methodology for completing the scope of work
- Provide a proposed project schedule to include planning meetings, milestones, public participation, OES submission, and FEMA submission. Please be mindful that PWAG and the participating agencies need FEMA/OES/Board approval that will meet the timeline stated for this process by CalOES and FEMA.
- Resumes of key staff that will work on the project to include, project manager, writer/s, and any support staff.
- Provide a detailed cost proposal to include a breakdown of the cost of completing the scope of work for each agency. This will be a fixed price contract.
- Submit a minimum of four (4) references where the consultant provided similar services. Please use the format below.
 - Name of Organization/Agency:*
 - Point of Contact Name:*
 - E-mail:*
 - Phone Number:*
 - Term of Contract*
 - Services Provided:*
- Provide two (2) completed multi-jurisdictional hazard mitigation plans from two different agencies referenced above. The plans should be included electronically with your proposal.

Submission Instructions

Below you will find the submittal instructions:

- **SUBMITTAL DEADLINE:** The submittal deadline is 3:00 PM PST on Friday, _____.
- PWAG must receive responses to the RFP by this deadline via email to James D. Ciampa at jciampa@lagerlof.com.
- Late submissions will not be accepted. PWAG to confirm receipt of submissions if a confirming email was not previously received.
- The email subject line should be marked: "Public Water Agencies Group-HAZARD MITIGATION PLAN Proposal."
- Sample multi-jurisdictional hazard mitigation plans should only be included electronically (PDF) and attached to your proposal.
- Proposals received after the closing date will not be considered.

Consultant Selection Process

PWAG intends to approve one consultant from among the qualified respondents to provide technical consulting to PWAG and the participating agencies. **PWAG reserves the right to discontinue utilizing any selected consultant that does not perform to PWAG's and the member agencies' expectations.**

PWAG staff will review all completed proposals submitted by the deadline and select a consultant that meets the minimum requirements and can demonstrate a clear understanding of and the ability to perform the tasks outlined in the Scope of Work. Price shall also be considered in the selection process but selection will not be determined by the lowest bid.

The consultant and, in particular, the project manager, must be fully capable in all areas outlined under the Scope of Work. An award of an Agreement, if any, shall be based on the evaluation of the proposal. By responding to this RFP, consultants agree to accept the selection made by the District as final and binding. The District reserves the right to reject any or all proposals, to waive any informality in any proposal, and to make awards in the interest of PWAG and the participating agencies. Selection of a consultant will be in accordance with all applicable laws and regulations.

By submitting a proposal, consultants agree that PWAG may consider the consultant's experience, facilities, delivery abilities, conduct and performance under other contracts, reputation in the industry, and other factors which could affect the consultant's performance under this Agreement. Only consultants that have demonstrated the ability to meet the requirements of this RFP will be considered for selection.

Upon release of this RFP, all consultant communication concerning the RFP should be directed to Michael Holmes, PWAG Emergency Coordinator. The preferred method of communication between Mr. Holmes representative and consultant's email. Any oral communication with Mr. Holmes or any other PWAG representative will be considered unofficial and non-binding.

This request does not commit PWAG or the participating agencies to retain any consultants, to pay costs incurred in the preparation of proposals, or to proceed with the project. PWAG reserves the right to reject any or all proposals and to negotiate with any qualified applicant.

All submitted proposals (including accompanying materials) will become the property of PWAG. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public records subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.), to the extent applicable.

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and CPARS Consulting, Inc. (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company water suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain services related to the operation of the Participant’s emergency operations center on an as-needed basis in the event of an emergency that impacts the Participant.

C. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. If available, Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until Participant and Consultant mutually agree the work of Consultant is complete or is to be transitioned back to Participant or to another consultant. To the extent feasible, Consultant shall provide an adequate number of staff to competently provide the Services.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive services from other qualified Consultants for any Services.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be done in accordance with applicable industry, emergency management (i.e., Standardized Emergency Management System, National Incident Management System, and Incident Command System) and Participant standards. The Consultant and all subcontractors performing Services under this Agreement

shall comply with all applicable laws and regulations and the Participant's Rules and Regulations.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job to the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all documentation of invoices and other back materials disclosing documentation for substantiated costs.

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the sequence specified in that Participant's Annex to this Agreement, which shall be incorporated herein by this reference.

7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Commercial General Liability coverage, in the amount of \$1 million per occurrence/\$2 million aggregate, Worker's Compensation Insurance coverage as required by California Labor Code, and Automobile Insurance in the amount of \$500,000 per occurrence, and Automobile Hired/Non-Owned Coverage in the amount of \$1 million per occurrence. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements

stated herein, and Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner; provided, however, that Participant will ensure that it has personnel readily available to provide or commit to provide any necessary financial support in connection with the Services. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information belonging to Participant, as well as any electronic records shall be kept for a period of three (3) years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant:

See Annex for contact information

If to Consultant: CPARS Consulting, Inc.
Attn: Nick Lowe, President
710 S. Myrtle Ave., #296
Monrovia, CA 91016
NLowe@CPARSconsulting.com (email)
626-239-6213 (fax)

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said services.

21 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. PWAG Liability. PWAG is entering into this Agreement to facilitate its members in procuring Consultant's work in rendering the Services. PWAG shall have no rights or responsibilities under this Agreement and shall have no liability whatsoever to any Party relative to any other Party's performance or non-performance under the Agreement. The Parties expressly release PWAG from any such liability and shall indemnify PWAG fully from such Party's acts or omissions in connection with this Agreement.

The Parties hereto have executed this Agreement on the day and year written below:

CPARS Consulting, Inc.

Public Water Agencies Group

By: 
Its: President/CEO 

By: 
Tom Coleman, Chair

EXHIBIT A

CONSULTANT SERVICES

Emergency Services (Without Advanced Notice)

If available, and on an as-needed, time and materials basis (See *Exhibit B: Consultant's Rates and Conditions* for more information), Consultant shall use its best efforts to furnish, either in-person, via telephone or virtually as the circumstances may warrant, emergency services to the Participant which may include, but are not limited to:

- Filling a Command/Management or General/Coordination Staff position in the Participant's Emergency Operations Center (EOC)—with the exception of Public Information Officer (PIO)—as defined by, and performed in accordance with, the Standardized Emergency Management System (SEMS) and/or National Incident Command System (NIMS).
 - The degree to which the Consultant can fill the position and perform the responsibilities is limited by the authorities granted to the position/Consultant by this Agreement and by the Participant at the time of the emergency, the capabilities of the Participant's EOC (e.g., equipment, software, systems), and staffing levels of the Participant's EOC.
- Filling a field position as an EOC Liaison or Agency Representative on behalf of the Participant to an Incident Command Post (ICP) as defined by the Incident Command System (ICS).
- Advisory services related to the effective operations of an Emergency Operations Center (EOC), including coaching the Participant's EOC staff (e.g., as an EOC Coordinator position), related to the emergency management principles, processes, and tools associated with the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), Incident Command System (ICS), National Response Framework (NRF), State of California Emergency Plan, and discipline-specific mutual aid agreements recognized by the State of California Governor's Office of Emergency Services (CalOES).
- **Note: Consultant does not provide advisory services related to the specific operation of water districts/companies, the Participant specifically, nor does Consultant maintain an expertise in water/wastewater subject-matter, water infrastructure, or water utilities.**
- Consultant's daily response to an emergency is limited to a maximum twelve (12) hour shift with a minimum of eight (8) hours off-duty between shifts, which may be increased depending on travel and lodging circumstances. Any travel, meals, lodging, or other ancillary services required to support the Participant in an emergency will be invoiced to the Participant as an Other Direct Cost (ODC) per Exhibit B unless furnished by the Participant at no cost to the Consultant.
 - Consultant will facilitate an effective shift briefing and transition to an incoming replacement at the end of each shift.
- Company/District shall furnish to Consultant a: 1) Delegation of Authority letter detailing the limits of Consultant's decision-making/authorities in the emergency on behalf of the Participant; 2) a credential/identification badge identifying Consultant as a representative

of Participant and granting Consultant access to all appropriate response operations sites/facilities; 3) all necessary communications equipment to support Consultant's integration into the response operation (e.g., radio); and 4) Participant will coordinate with appropriate jurisdictional authorities to have Consultant sworn in as an official Disaster Service Worker (DSW) per California Government Code §3101 et. seq.

- Company/District shall provide to Consultant transportation (e.g., vehicle, driver, escort, flight) in the event access to any sites cannot be safely attained via an average privately-owned automobile (i.e., if access to a command post is only accessible via off-road vehicle or helicopter).

Preparedness Services (Non-Emergency with Advanced Notice)

On an as-needed, time and materials basis (See *Exhibit B: Consultant's Rates and Conditions* for more information), the services Consultant may furnish to the Participant may include, but are not limited to:

- Developing emergency preparedness, emergency response, safety, security, business continuity, and business recovery plans and procedures, including, but not limited to:
 - The development, evaluation/analysis, and/or revision of strategic, operational, and tactical plans, procedures, policies, or consultation services related to said development, evaluation/analysis and/or revision, which may include:
 - All Hazards Emergency Operations Plans (EOP) or Concepts of Operation for Emergencies, Communications Lists/Directories, Damage Assessment Strategies, In-House Response Team procedures, Public Information/Media or Shareholder/Stakeholder Communication Plans, Public Safety/First Responder Coordination strategies, Emergency Standard Operating Procedures, Emergency Notification procedures; Evacuation, Active Shooter, Earthquake, Elevator Malfunction/Entrapment, Fire, Flood, Hazardous Materials/Contamination, Medical Emergency/Mass Casualty Incident, Severe Weather, Shelter-In-Place, Structural Failure, Terrorism and/or Utility Outage safety and emergency response procedures; Security procedures including Bomb Threat/Suspicious Package or Activity/Other Threat, Building Access Control, Lockdown, Riot/Civil Disturbance, Systems Monitoring and Reporting; Business Continuity Plans including Concepts of Operation, Business Impact Analyses, Threat and Risk Assessments, Continuity Strategies, Information Technology (IT) Disaster Recovery plans; Cybersecurity and/or Digital Security Plans, and/or Organizational Recovery Concepts of Operation.
- Developing emergency preparedness, emergency response, security, safety and/or business continuity training, to include, but not limited to:
 - Training for operational personnel, security/safety/emergency responders, organizational leadership/management, specialized teams/functions, business units, business continuity team members, or other applicable groups.
 - The purpose and intent of such training is to maintain a constant state of readiness for potential emergencies and business continuity activations.

- Training may be developed and conducted for entire teams/groups/units or for individual positions and/or individuals.
 - Such support may include, but is not limited to, the development of training materials, presentations, read-ahead materials; the conduct and instruction of trainings; the coordination of training invitations, facilities, and logistics.
 - The development and conduct of Department of Homeland Security (DHS) Emergency Management Institute (EMI) or California Specialized Training Institute (CSTI) courses for which Consultant is authorized.
 - Direction, advisory services, or the facilitation of connections between Participant and other potential providers of necessary training (e.g., National Domestic Preparedness Consortium), particularly trainings that may be available at no cost to the Participant.
- Developing emergency preparedness, emergency response, security, safety and/or business continuity exercises/drills, to include, but not limited to:
 - Orientations, workshops, tabletop exercises, drills, games, functional exercises, and full scale exercises for operational personnel, security/safety/emergency responders, organizational leadership/management, specialized teams/functions, business units, business continuity team members, or other applicable groups, in accordance with the DHS' Homeland Security Exercise and Evaluation Program (HSEEP) standards.
 - The purpose and intent of such exercises/drills is to reinforce plans, procedures, and training by putting protocols and training to the test during discussion- and operations-based rehearsals/exercises.
 - Exercises may be developed and conducted for entire teams/groups or for individual positions and/or individuals.
 - Such support may include, but is not limited to, the development of exercise materials, presentations, read-ahead materials; the conduct, facilitation, evaluation, and/or management of exercises; the coordination of exercise invitations, facilities, and logistics; the development of After-Action Reports (AARs), corrective action plans, and/or exercise summaries.
- Other emergency preparedness, security, and/or business continuity duties as assigned by the Participant, which may include, but is not limited to:
 - Support and services to implement/realize the capabilities defined in any aforementioned plan or procedure.
 - The selection and/or evaluation/testing of emergency response and business continuity equipment and systems, and/or development, evaluation and/or revision of plans, procedures, policies related to said equipment or systems, or consultation services related to said equipment or systems.
 - Coordination and support for the emergency preparedness and business continuity efforts of the Participant's employees, subsidiaries, suppliers, other Participant facilities, and/or other stakeholders.

EXHIBIT B

CONSULTANT'S RATES AND CONDITIONS

- The professional services of Consultant will be provided on a time and materials (T&M) basis; meaning Consultant will invoice the Participant for the labor hours of all staff and other direct costs (ODCs) associated with work for the Participant regardless of the type of work, level of completeness, schedule of deliverables, or project duration.
- Consultant's labor hour rates are as follows:
 - Nicholas Lowe (Project Manager/Primary Consultant)
 - Emergency Rate (response or advisory services without advanced notice): \$300.00 (three hundred dollars) per hour
 - Non-Emergency Rate (preparedness services with advanced notice): \$200.00 (two hundred dollars) per hour
 - The following labor categories may apply to non-emergency/preparedness activities:
 - Senior Consultants = \$145.00 (one hundred forty five dollars) per hour
 - Junior Consultants = \$110.00 (one hundred ten dollars) per hour
 - Administrative Support = \$75.00 (seventy five dollars) per hour
 - Subject-Matter Experts/Technical Staff = To Be Determined (TBD)
 - Prior to engaging subject-matter experts/technical staff as part of its team, Consultant will provide the Participant with a quote in writing (i.e., email) containing the said staff member's hourly rate. Typically, staff rates are less than the Project Manager/Primary Consultant, but this is not always the case for certain subject-matter experts. Prior to proceeding with project work, the Participant must issue a written approval (i.e., email) for Consultant to involve said subject-matter expert/technical staff in work for the Participant.
- Consultant reserves the right to renegotiate the hourly rates for its staff on an annual basis on each anniversary of this Agreement in consideration of, but not limited to, cost of living adjustments, supply and demand, changes in the types of services requested by the Participant, additional credentials/qualifications obtained, etc.
- Travel time associated with work for the Participant that does not involve actual work on deliverables for the Participant is invoiced at 65% of the staff member's regular hourly rate from the time of departure from their home or home office until the time the business destination or lodging accommodation is reached, as appropriate. For example, the initial labor rate for travel time for the Project Manager/Primary Consultant is invoiced at \$195.00 per hour in emergencies and \$130.00 per hour for non-emergency work. Time spent working on the Participant's deliverables while in transit is billed at regular hourly rates. Time spent working on projects for other clients while in transit for the Participant is not billed to the Participant nor is the travel rate during that time.
- Consultant invoices for labor in 1/4th hour (15 minute) intervals, rounding up to the next interval.

- It is Consultant's disclosed accounting practice to recover contract-specific other direct costs (ODCs) as a direct charge to Participant. Such other direct cost elements may include, but are not limited to, courier/messenger, computer-related, materials/supplies, postage/express mail, printing/reproduction, telephone/conference call/video-teleconference, relocation, travel (local and long distance direct costs including airfare, rental cars, parking, lodging, meals, and incidentals), business licenses, insurance premiums, and other fees/costs. All ODCs include a General and Administrative (G&A) fee of eight percent (8%), rounded up to the nearest dollar.
- Consultant will invoice the Participant at the end of each month during which Services were performed/provided and will provide a listing of labor hours expended and the associated activities/projects that were being supported as well as a listing of any other direct costs and their associated receipts. The G&A fee will be added to the invoice for all other direct costs (ODCs).
- The Participant will pay each invoice within thirty (30) calendar days.
- A late fee of 2.5% of the original total invoice will be levied at intervals of every fourteen (14) calendar days payment is past due.
- Any change in the Agreement's period of performance, project scope, staffing, work locations, services, terms, or deliverables will be reviewed by Consultant and the Participant for project impacts, including cost considerations, and allow for price renegotiation as necessary.
- Consultant maintains the following insurance coverages:
 - Commercial General Liability of \$1,000,000 per occurrence/\$2,000,000 general aggregate
 - Professional Liability general aggregate of \$2,000,000
 - Business Auto Insurance of \$500,000 combined single limit for each occurrence for bodily injury and \$100,000 single limit for each occurrence for property damage
 - Hired and Non-Owned Auto single limit liability of \$1,000,000
 - Per Section 3700 et. seq. of the California Labor Code, Consultant is exempt from having to carry Workers Compensation insurance

Districts/Companies requiring Consultant to obtain additional insurance coverage beyond that listed above will be invoiced for the premiums of said coverage along with the aforementioned G&A mark-up of 8% and the labor hours required to obtain and negotiate said coverages.

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: General Manager; or Office Manager; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant: Kinneloa Irrigation District
Attn: General Manager
1999 Kinclair Dr
Pasadena, CA
91107-1017

Executed as of the date first set forth below.

Dated: February 24, 2021

Melvin L. Matthaews

By Melvin L Matthaews
Its General Manager

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and Focus Point Emergency Management (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain services related to the operation of the Participant’s emergency operations center on an as-needed basis in the event of an emergency that impacts the Participant.

B. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services: Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws and regulations and the Participant’s Rules and Regulations. Final inspection and acceptance of

Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the sequence specified in that Participant's Annex to this Agreement, which shall be incorporated herein by this reference.

7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, and Automobile Insurance in the amount of \$100,000 for bodily injury suffered by a single person in an accident and \$300,000 for all bodily injuries suffered in that accident. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and

liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in a writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant:

See Annex for contact information

If to Consultant: Focus Point Emergency Management Consulting Services
Attn: Fay Glass, CEO/President
16155 Sierra Lakes Pkwy Ste. 160-715
Fontana, CA 92336
fglass@fpemconsultingservices.org

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.

21 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. PWAG Liability. PWAG is entering into this Agreement to facilitate its members in procuring Consultant's work in rendering the Services. PWAG shall have no rights or responsibilities under this Agreement and shall have no liability whatsoever to any Party relative to any other Party's performance or non-performance under the Agreement. The Parties expressly release PWAG from any such liability and shall indemnify PWAG fully from such Party's acts or omissions in connection with this Agreement.

The Parties hereto have executed this Agreement on the day and year written below:

Focus Point Emergency Management

Public Water Agencies Group

By: Fay A. Glass
Its: CEO/President

By: Tom Coleman
Tom Coleman, Chair

EXHIBIT A

CONSULTANT SERVICES

Cell phone number 24/7: (909) 553-1290
Office phone: (909) 493-7361

CONSULTANT SERVICES

Type of service: Once the call is received to activate the Emergency Operations Center (EOC):

EMERGENCY OPERATION CENTER ACTIVATION	
1.	FPEM will activate Zoom to provide online chat teleconferencing for staff.
2.	FPEM will facilitate initial response and assessments from staff of the incident.
3.	FPEM will attend initial meeting with Incident Commander. (IC)
4.	FPEM will establish if/when the EOC will be activated.
5.	FPEM will provide EOC ICS forms to EOC staff.
6.	FPEM will notified EOC staff, City's /County Emergency Manager's/ Agency Representatives of activation and if additional resources are needed.
7.	FPEM will initiate all briefing for all EOC responders.
8.	FPEM will establish EOC Objectives with staff
9.	FPEM will determine EOC resources to support field needs.
10.	FPEM will establish EOC planning meeting to determine resources needed.
11.	FPEM will develop Incident Action Plan.
12.	FPEM will develop and distribution of IAP to staff City's/County Emergency Manager's/Agency Representatives.
13.	FPEM will brief staff to ensure that resources are in place.
14.	FPEM will develop establish new operational period to establish goals and objectives for the next period.
15.	FPEM will create an After Action of findings of the incident.
16.	FPEM will provide briefing to the Board regarding the status of the incident.

Please feel free to contact me for any additional information at (909) 493-7361 or via email at fglass@fpemconsultingservices.org

EXHIBIT B

CONSULTANT'S RATES

Focus Point Emergency Management Consulting Services is committed to provide EOC services as effectively and efficiently as possible. Our staff has over 30 years of experience in emergency management, which includes, emergency plans development training, exercises, and grant management.

The following fee schedule and description of the scope of work that will be provided during the activation of an Emergency Operations Center.

Fee structure:

NAME	TITLE	HOURLY RATE
Fay Glass	CEO/President	\$185.00
Armando Valles	Business Development Manager	\$50.00
Carolyn Glass	Project Coordinator	\$50.00

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: _____, General Manager; or Office Manager _____; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant: Kinneloa Irrigation District
Attn: General Manager
1999 Kinclair Dr
Pasadena, CA 91107-1017

Executed as of the date first set forth below.

Dated: February 24, 2021

Melvin L. Matthews

By Melvin L. Matthews
Its General Manager

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and Terra Firma Enterprises (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage to engage Consultant to provide certain services related to the operation of the Participant’s emergency operations center on an as-needed basis in the event of an emergency that impacts the Participant.

B. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws and regulations and the Participant’s Rules and Regulations. Final inspection and acceptance of

Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the sequence specified in that Participant's Annex to this Agreement, which shall be incorporated herein by this reference.

7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, and Automobile Insurance in the amount of \$100,000 for bodily injury suffered by a single person in an accident and \$300,000 for all bodily injuries suffered in that accident. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and

liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

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If to Participant:	See Annex for contact information
If to Consultant:	Terra Firma Enterprises

Attn: Wendy Milligan
181 Westminster Avenue
Ventura, CA 93003

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.


21 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

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The Parties hereto have executed this Agreement on the day and year written below:

Terra Firma Enterprises

Public Water Agencies Group

By: 
Its: Wendy H. Milligan


By: 
Tom Coleman, Chair

EXHIBIT A

CONSULTANT SERVICES

24-hour contact info
805-642-5232 work
805-208-3747 cell

Terra Firma Enterprises (Consultant or TFE) provides a full range of comprehensive emergency management services including support with planning, training and exercise projects, as well as emergency operations center (EOC) assistance as a subject matter expert (SME).

Wendy Haddock Milligan, President of TFE, has over 30 years of experience in the field of emergency management. Eight of her years were spent with the Ventura County Sheriff's Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she was instrumental in the response to six presidential disasters. As President of TFE, Ms. Milligan has continued to be part of the response structure to numerous state and federal disasters.

Ms. Milligan has been part of the following emergency responses:

- **Covid 19, 2020 – DR 4482** – City of Ventura, Public Assistance Technical Specialist
- **Thomas Fire 2017** – DR 4353 – City of Ventura, Public Assistance Technical Specialist
- **Jesusita Fire 2009** – City of Santa Barbara – EMMA Mutual Aid- EOC Coordinator
- **Winter Storms 2005** – DR 1577 & 1585 – County EOC Tech Specialist & Cost Recovery
- **Wildfires – 2003** – DR 1498 – Technical Specialist, Cost Recovery at County EOC
- **Winter Storms** – 1998 – DR 1203 -Technical Specialist, Cost Recovery at County EOC
- **La Conchita 1** – 1995 – Liaison Officer on Scene
- **Severe Winter Storms** – DR 1044, 1046-1995 – County Liaison Officer & Cost Recovery Unit
- **Northridge Earthquake** – DR 1008-1994 – Liaison Officer & Cost Recovery Unit
- **Winter Storms** – DR 979 – 1992 – Liaison Officer and Cost Recovery Unit Leader
- **Southern California Wildfire Siege** – 1993 – Cost Recovery Unit Leader
- **Seacliff** – 1992 – Part of the Unified Public Information Officers Team on scene

EXHIBIT B
CONSULTANT'S RATES

Consultant's hourly rate for all services are \$130 per hour.

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: _____, General Manager; or _____; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant: Kinneloa Irrigation District
Attn: General Manager
1999 Kinclair Dr
Pasadena, CA 91107-1017

Executed as of the date first set forth below.

Dated: February 24, 2021



By Melvin L Matthews
Its General Manager

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and Focus Point Emergency Management (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain financial recovery services on an as-needed basis in the event of an emergency that impacts the Participant.

B. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws and regulations and the Participant’s Rules and Regulations. Final inspection and acceptance of

Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

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7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, and Automobile Insurance in the amount of \$100,000 for bodily injury suffered by a single person in an accident and \$300,000 for all bodily injuries suffered in that accident. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

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10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and

liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in a writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant:

See Annex for contact information

If to Consultant: Focus Point Emergency Management Consulting Services
Attn: Fay Glass, CEO/President
16155 Sierra Lakes Pkwy Ste. 160-715
Fontana, CA 92336
fglass@fpemconsultingservices.org

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.

21. Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. PWAG Liability. PWAG is entering into this Agreement to facilitate its members in procuring Consultant's work in rendering the Services. PWAG shall have no rights or responsibilities under this Agreement and shall have no liability whatsoever to any Party relative to any other Party's performance or non-performance under the Agreement. The Parties expressly release PWAG from any such liability and shall indemnify PWAG fully from such Party's acts or omissions in connection with this Agreement.

The Parties hereto have executed this Agreement on the day and year written below:

Focus Point Emergency Management

Public Water Agencies Group

By: Fay A. Glass
Its: CEO/President

By: Tom Coleman
Tom Coleman, Chair

EXHIBIT A
CONSULTANT SERVICES

Type of service:

DISASTER (COST) RECOVERY
1. FPEM will work with City/County to determine the cost recovery measures.
2. FPEM will work with City/County to determine if PWAG members needs to be included in Local Proclamation.
3. FPEM will work with staff to obtain a damage assessment.
4. FPEM will complete all Cost Accounting forms: Contract work summary, Force Account Labor Summary Records, Force Account Equipment Summary, Material Summary Record, Rental Equipment Summary Record.
5. FPEM will submit all documents to the City/County for damage assessment.

Please feel free to contact me for any additional information at (909) 493-7361 or via email at fglass@fpemconsultingservices.org

EXHIBIT B

CONSULTANT'S RATES

Emergency Operation Center Schedule:

Focus Point Emergency Management Consulting Services is committed to provide EOC services as effectively and efficiently as possible. Our staff has over 30 years of experience in emergency management, which includes, emergency plans development training, exercises, and grant management.

The following fee schedule and description of the scope of work that will be provided during the activation of an Emergency Operations Center and Disaster Recovery.

Fee structure:

NAME	TITLE	HOURLY RATE
Fay Glass	CEO/President	\$185.00
Armando Valles	Business Development Manager	\$50.00
Carolyn Glass	Project Coordinator	\$50.00

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: _____, General Manager; or _____; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant: Kinneloa Irrigation District
Attn: General Manager
1999 Kinclair Dr
Pasadena, CA 91107-1017

Executed as of the date first set forth below.

Dated: February 24, 2021

Melvin L. Matthews

By Melvin L Matthews
Its General Manager

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and Terra Firma Enterprises (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain financial recovery services on an as-needed basis in the event of an emergency that impacts the Participant.

B. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws and regulations and the Participant’s Rules and Regulations. Final inspection and acceptance of

Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the sequence specified in that Participant's Annex to this Agreement, which shall be incorporated herein by this reference.

7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, and Automobile Insurance in the amount of \$100,000 for bodily injury suffered by a single person in an accident and \$300,000 for all bodily injuries suffered in that accident. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and

Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and

liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in a writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant:	See Annex for contact information
If to Consultant:	Terra Firma Enterprises

Attn: Wendy Milligan
181 Westminster Avenue
Ventura, CA 93003

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.

21 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

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The Parties hereto have executed this Agreement on the day and year written below:

Terra Firma Enterprises

Public Water Agencies Group

By: 
Its: Wendy H. Milligan

By: 
Tom Coleman, Chair

EXHIBIT A

CONSULTANT SERVICES

24-hour contact info
805-642-5232 work
805-208-3747 cell

Terra Firma Enterprises (Consultant or TFE) provides a full range of comprehensive emergency management services including support with planning, training and exercise projects, as well as emergency operations center (EOC) assistance as a subject matter expert (SME).

Wendy Haddock Milligan, President of TFE, has over 30 years of experience in the field of emergency management. Eight of her years were spent with the Ventura County Sheriff's Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she was instrumental in the response to six presidential disasters. As President of TFE, Ms. Milligan has continued to be part of the response structure to numerous state and federal disasters.

Ms. Milligan has been part of the following emergency responses:

- **Covid 19, 2020 – DR 4482** – City of Ventura, Public Assistance Technical Specialist
- **Thomas Fire 2017** – DR 4353 – City of Ventura, Public Assistance Technical Specialist
- **Jesusita Fire 2009** – City of Santa Barbara – EMMA Mutual Aid- EOC Coordinator
- **Winter Storms 2005** – DR 1577 & 1585 – County EOC Tech Specialist & Cost Recovery
- **Wildfires – 2003** – DR 1498 – Technical Specialist, Cost Recovery at County EOC
- **Winter Storms** – 1998 – DR 1203 -Technical Specialist, Cost Recovery at County EOC
- **La Conchita 1** – 1995 – Liaison Officer on Scene
- **Severe Winter Storms** – DR 1044, 1046-1995 – County Liaison Officer & Cost Recovery Unit
- **Northridge Earthquake** – DR 1008-1994 – Liaison Officer & Cost Recovery Unit
- **Winter Storms** – DR 979 – 1992 – Liaison Officer and Cost Recovery Unit Leader
- **Southern California Wildfire Siege** – 1993 – Cost Recovery Unit Leader
- **Seacliff** – 1992 – Part of the Unified Public Information Officers Team on scene

Ms. Milligan has lead the financial recovery effort for eleven of the emergency responses she has been part of during her career and has recovered millions of dollars through FEMA and State OES Public Assistance programs.

As a SME for emergency management financial recovery, Ms. Milligan works side-by-side with finance staff offering support and guidance such as:

- Assisting to resolve insurance and possible duplication of funding issues
- Advising and developing methods to maximize federal and state assistance
- Coordinating the development of all Project Worksheets
- Advising of all available federal and state assistance available

- Providing guidelines to submit existing documents to best suit the documentation requirements of FEMA and other federal and state agencies
- Assisting with legal documents for proper filing
- Advising on document retention strategies
- Coordinating with finance staff to obtain all cost and necessary backup documentation to develop, revise and submit Project Worksheets
- Tracking status of FEMA and other agency reimbursement and serving as a co-liaison between FEMA/other agencies
- Coordinating with FEMA and other agency representatives to provide additional information needed to quickly process claims
- Preparing the necessary reports for FEMA/other agencies and assisting with project extension requests
- Advising on the closeout process
- Assisting with responding to Request for Information requests from FEMA/other agencies
- Advising on handling disputed issues with FEMA/other agencies
- Providing detailed and periodic management reports on the status of Project Worksheets including developments, revisions, submissions/approvals, open issues, financial overview, as needed
- Providing accurate and current analysis on FEMA/other agencies regulations and best strategies for seeking reimbursements and possible grants

EXHIBIT B
CONSULTANT'S RATES

Consultant's hourly rate for all services are \$130 per hour.

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: _____, General Manager; or _____; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant:	Kinneloa Irrigation District
	Attn: General Manager
	1999 Kinclair Dr
	Pasadena, CA 91107

Executed as of the date first set forth below.

Dated: February 24, 2021



By Melvin L Matthews
Its General Manager

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and CV Strategies (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company water suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain public outreach and crisis communications services on an as-needed basis in the event of an emergency that impacts the Participant.

C. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws and regulations and the Participant’s Rules and Regulations. Final inspection and acceptance of

Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

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7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, Worker's Compensation Insurance coverage in the amount of \$1 million, and Automobile Insurance in the amount of \$1 million per occurrence. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors,

agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in a writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant: See Annex for contact information

If to Consultant: CV Strategies
Attn: Erin Gilhuly, President
73700 Dinah Shore Drive, Suite 402
Palm Desert, CA 92211

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.

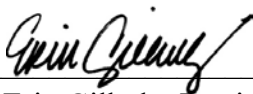
21 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. PWAG Liability. PWAG is entering into this Agreement to facilitate its members in procuring Consultant's work in rendering the Services. PWAG shall have no rights or responsibilities under this Agreement and shall have no liability whatsoever to any Party relative to any other Party's performance or non-performance under the Agreement. The Parties expressly release PWAG from any such liability and shall indemnify PWAG fully from such Party's acts or omissions in connection with this Agreement.

The Parties hereto have executed this Agreement on the day and year written below:

CV Strategies

Public Water Agencies Group

By: 
Erin Gilhuly, President

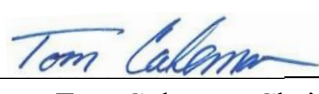
By 
Tom Coleman, Chair

EXHIBIT A CONSULTANT SERVICES

On-Call Crisis and Communications Support Public Water Agencies Group (PWAG)

Key Messages

CV Strategies will work with staff to identify key messages for potential crises. The messages should express concern, establish control and tell people what the District (or Districts) is doing to correct the situation. These points will serve as themes to prioritize and crystallize information, ensure consistency, and stay focused when speaking with media or stakeholders.

Talking Points

Based on the key messages, CV Strategies will develop talking points to be utilized by appointed spokespeople when writing or speaking to the public or media.

Holding Statement

CV Strategies will provide a short statement that can be on hand immediately after an incident. Such a statement lets people know the District is dealing with the incident and will provide more information when it is available.

Press Release Template

A standard press release outline will be prepared as part of the Crisis Communications and On-Call Plan, so staff can quickly issue available information after an incident.

Notification Templates

The Crisis Communications and On-Call Plan will include templates for notices such as unsafe water, boil water and other scenarios to facilitate the quick distribution of important information.

Media Management/ Monitoring

A media response protocol will include detailed instructions for who should respond to reporters' inquiries and how. In addition, a media monitor will be assigned to track public sentiment.

Press Conference Planning

If a press conference is warranted, CV Strategies will take the lead for planning and facilitating the event. This includes the list of speakers, a press kit if necessary, securing a location, setup of the sound system and notifying the media.

Social Media

Facebook, Twitter, NextDoor and other digital platforms are critical tools for disseminating information to the public because it provides resources and accessibility to reporters and key influencers who can amplify the message. Posts will be provided in the case of a crisis situation and a template will be designed for tracking comments.

Identify/ Train Spokespeople

A limited number of spokespeople should be identified and will include those who are comfortable speaking before the public and can effectively deliver key messages. We will provide training on how to answer questions, provide consistent information and maintain control of the situation.

Crisis Communications and On-Call Plan

The plan will provide decision-making guidance and organizational structures to enable the District to quickly disseminate accurate information to stakeholders for a variety of crisis situations.

Inquiry Log

Design a form to track calls and emails to the District from the media, along with contact information, deadline and questions to ensure efficient follow-ups. All media calls should be returned promptly.

Subject Matter Experts

Some situations may require the input of individuals with specialized knowledge or skill on a topic. These subject matter experts and their contact information should be identified in advance and checked regularly for accuracy.

Media Contacts

A contact list of media outlets specific to PWAG will be developed for quick deployment of information in an emergency.

Resources

Fact sheets, FAQs, and other communication vehicles will be created in the event of an emergency.

Photography and Video Services

Given the importance of visual communication, CV Strategies staffs both a photographer and videographer to create and enhance images and video content that complement compelling written content to tell a complete story.

Incident Support

CV Strategies will provide crisis communications guidance throughout any active crisis communication effort and monitor execution of the Plan. This includes assisting with situation assessment, mobilizing the communications staff for execution and travel as needed.

Debriefing

After crisis communications have occurred, a debrief with key staff members should be conducted to assess the response. This provides a platform for training, testing and improvement.

EXHIBIT B

CONSULTANT'S RATES

..... *Rates for Communication Services*

- » President - \$225/hour
- » Vice-President - \$200/hour
- » Account Manager/Specialist - \$175/hour
- » Design/Video/Photography - \$150/hour
- » Translation - \$125/hour
- » Support Staff - \$100/hour

..... *Terms & Compensation*

Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered by and between the Public Water Agencies Group (“PWAG”), a California non-profit mutual benefit corporation; the participating water suppliers or other water related entities who execute Annexes to this Master Agreement (each, a “Participant”), and RMG Communications, a California S-Corporation (“Consultant”). Participant and Consultant may be referred to herein individually as a “Party” or jointly as the “Parties.”

RECITALS

A. PWAG is a corporation that consists of twenty (20) public agency and mutual water company water suppliers who have undertaken emergency preparedness planning and emergency response activities. PWAG is entering into this Agreement to facilitate its members in contracting with Consultant and, in accordance with Section 22, below, PWAG shall have no liability under this Agreement.

B. Each Participant that joins this Agreement desires to engage Consultant to provide certain public outreach and crisis communications services on an as-needed basis in the event of an emergency that impacts the Participant.

C. Consultant is willing to perform such services in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Services to be Performed. In the event of an emergency, as determined in the Participant’s discretion, the Participant shall promptly notify the Consultant of the emergency and shall specify to Consultant (in writing if the circumstances allow) the services the Participant desires Consultant to perform (the “Services”). A listing of the Services Consultant is able to provide is attached hereto as Exhibit A. Consultant shall use its best efforts to commence providing the Services, either in person, via telephone or virtually as the circumstances may warrant, but within three (3) hours after receiving notice from the Participant, and shall diligently pursue the Services until completion and acceptance by the Participant. Consultant shall provide an adequate number of staff to competently provide the Services. Should an emergency response be necessary in several locations, the Consultant shall respond to multiple sites with sufficient personnel at each site to perform the Services within the defined time frame.

2. Termination. Either party may terminate this Agreement on thirty (30) days’ written notice to the other party.

3. Other On-Call Sources. The Participant reserves the right to solicit proposals and receive similar services from other qualified consultants.

4. Standards of Services; Compliance with Law. Unless otherwise indicated by the Participant’s General Manager or his or her designee, the Services shall be performed in accordance with applicable industry and Participant standards. The Consultant and all subcontractors performing Services under this Agreement shall comply with all applicable laws

and regulations and the Participant's Rules and Regulations. Final inspection and acceptance of Services performed under this Agreement will be in accordance with the Participant's general standards and any job specific standards.

5. Compensation. The Participant shall compensate Consultant on a time and materials basis for the Services, based on Consultant's rates then in effect. Consultant's current rate schedule is attached hereto as Exhibit B and Consultant shall provide any revised rate schedules to the Participant, and any such revised schedule shall take effect thirty (30) days after being provided to the Participant. Such revised rate schedules shall replace Exhibit B to this Agreement. All compensation payable under this Agreement shall be in accordance with the rates set forth on the Exhibit B then in effect. Consultant shall submit detailed invoices at the completion of each job for the Services completed. Participant shall pay such invoices within thirty (30) days of receipt of the invoice. Paperwork shall be specific to the Services performed and shall detail all costs for labor, materials, and equipment, as applicable. The Company shall receive all original documentation of invoices and other back materials disclosing documentation for substantiated costs.

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the sequence specified in that Participant's Annex to this Agreement, which shall be incorporated herein by this reference.

7. Further Submittals. Nothing in this document shall be construed as waiving the Participant's right to require further submittals from the Consultant based on the requirements of the Services.

8. Insurance. Prior to the commencement of this Agreement, the Consultant shall submit and update annually its Public Liability and Property Damage Insurance, in the amount of \$2 million per occurrence, Worker's Compensation Insurance coverage in the amount of \$1 million, and Automobile Insurance in the amount of \$1 million per occurrence. In addition, Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years. Consultant shall name the Participant as an additional insured on its policies. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Participant. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to the Participant). All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Participant, its elected officials, officers, agents, employees or volunteers, or shall specifically allow Consultant, or others providing insurance in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Participant and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Participant prior to commencement of Services. Consultant shall require and verify that all subcontractors maintain

insurance meeting all the requirements stated herein, and Consultant shall ensure that the Participant is an additional insured on insurance required from subcontractors.

9. Indemnification. Consultant, to the extent permitted by law, shall indemnify, defend and hold harmless the Participant and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, or violation of law for which Consultant, its employees, agents, subcontractors, or assigns, in the performing of the Services is at fault, or when entering, while on, or upon leaving the Participant's property or any site at which the Services are performed. In the event the parties are jointly at fault, Consultant's indemnification obligation shall be reduced to the proportion of its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, or (b) loss of or damage to property, or (c) breach of contract, or (d) damage to the environment.

10. Relation of Parties. Consultant is and shall at all times remain as to the Participant a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Participant nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the Participant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against Participant, or to bind Participant in any manner. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the compensation paid to Consultant as provided in the Agreement, Participant shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for Participant. Participant shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Audit. Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, progress reports relating to the Services provided, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that Participant, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse Participant for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

12. Acceptance of Payment. The acceptance by Consultant of any payment made under this Agreement shall operate as and be a release of the Participant from all claims and

liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's Services. However, approval or payment by Participant shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Participant for any defect or error in the Services prepared by Consultant, its employees, subcontractors, agents and consultants.

13. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

14. Governing Law; Venue. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

15. Amendments. Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of Participant and Consultant.

16. Assignment. This Agreement is not assignable by the Consultant without the Participant's prior written consent; provided that Consultant may utilize subcontractors as needed.

17. Severability. Should any provision of this Agreement be determined to be void or unenforceable, such provision shall be severed from the Agreement and the Agreement will continue as modified.

18. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be delivered upon a party under this Agreement shall be in writing and shall be personally delivered, sent by e-mail with telephonic or written confirmation of receipt, or sent by reputable overnight delivery service, such as FedEx, and shall be deemed given: (a) if personally delivered, when actually delivered; (b) if sent by e-mail, when receipt is confirmed; or (c) if sent by reputable overnight delivery service, such as FedEx, when actually delivered, provided confirmation of delivery shall be retained by the sender. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth below or as such party shall otherwise direct in a writing to the other party delivered or sent in accordance with this section. Any notices so given shall be deemed given as of the date established by the overnight delivery service.

If to Participant:

See Annex for contact information

If to Consultant:

RMG Communications
Attn: Rachel McGure
747 S Mission Ave., #535
Fallbrook, CA 92028

rachel@rmgcomm.com
760-707-4149

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

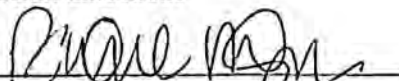
20. Entire Agreement. Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the performance of the Services and contains all of the covenants and agreements between the parties with respect to said Services.

21. Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a Participant-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. PWAG Liability. PWAG is entering into this Agreement to facilitate its members in procuring Consultant's work in rendering the Services. PWAG shall have no rights or responsibilities under this Agreement and shall have no liability whatsoever to any Party relative to any other Party's performance or non-performance under the Agreement. The Parties expressly release PWAG from any such liability and shall indemnify PWAG fully from such Party's acts or omissions in connection with this Agreement.

The Parties hereto have executed this Agreement on the day and year written below:

RMG Communications

By: 
Rachel McGuire, CEO/President

Public Water Agencies Group

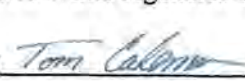
By: 
Tom Coleman, Chair

EXHIBIT A

CONSULTANT SERVICES

RMG Communications will provide on-call emergency and crisis communications and outreach services:

- Crisis communications strategies and plans
- Crisis communications materials, including roles and checklists, key audience identification, key messages, holding statements and news releases
- On-site communications assistance
- Translation
- Media relations
- Graphic design
- Video
- Social media
- Writing

EXHIBIT B

CONSULTANT'S RATES

HOURLY RATES BY CLASSIFICATION:

Principal in Charge	\$175
Sr. Communications Manager	\$165
Communications Manager	\$150
Communications Specialist	\$125
Artistic Director	\$125

Ongoing counsel and implementation above and beyond will be billed based on times and materials. Travel costs will be billed at net. A customary 20 percent markup will be added to all advertising buyouts, printing, stock photography purchases and other costs of goods sold.

ANNEX

Kinneloa Irrigation District (the "Participant") hereby agrees to be bound by the terms of the Master Agreement with the Consultant to which this Annex is appended, which Master Agreement is fully incorporated herein by this reference. Sections 6 and 18 are revised as set forth below:

6. Participant Communication. All correspondence, communications and management of any Services provided during an emergency event shall be through staff of the Participant, under the following sequence: _____, General Manager; or _____; or the successors to those positions.

18. Notices. For purposes of notices to be provided in accordance with Section 18 of the Master Agreement, Participant's contact information is as follows:

If to Participant:	<u>Kinneloa Irrigation District</u> Attn: <u>General Manager</u> <u>1999 Kinclair Dr</u> <u>Pasadena, CA 91107-1017</u>
--------------------	--

Executed as of the date first set forth below.

Dated: February 24, 2021



By Melvin L Matthews
Its General Manager



Memo

Date: March 9, 2021
 To: Board of Directors
 From: Mel Matthews
 Subject: Result of competitive bidding on Sierra Madre Villa/Villa Heights Pipeline Project

Invitations to bid on the project were sent to twenty-four contractors. Three contractor submitted bids prior to the deadline of 2:00 pm on February 26, 2021. The results are as follows:

Big Ben Engineering	\$352,442
Doreck Construction	\$506,443
MNR Construction, Inc.	\$470,402
Engineer's Estimate	\$373,318

Adam Roesch, P.E. of SA Associates and I reviewed the bids for completeness and accuracy and checked the references provided. Adam provided the attached letter to document his review.

Based on the review of the three bid packages received, we have concluded that Big Ben Engineering is the lowest, responsible bidder based upon the following factors:

- o Bid package is complete (forms filled-out; nothing appears to be missing)
- o No math errors in his own bid or in competitors bids (still the lowest bid)
- o License is current and active based on CSLB website (Class A General Engr.)
- o Registered with Dept. of Industrial Relations (Number 1000007466)
- o Site visit was conducted per acknowledgement in bid package
- o References gave positive reviews (called three of the most recent/expensive projects)

LACK OF QUORUM TO ACT WITHIN 60 DAYS — If the number of remaining members of the district board falls below a quorum, at the request of the district secretary, or a remaining board member, the Board of Supervisors or the city council may waive the 60 day period during which time the district board is allowed to take action, but is unable to because there is no quorum, and move directly to the 30 day period where the city council or Board of Supervisors may take action.

The council or board may either appoint immediately to fill the vacancy, or may call an election to fill the vacancy.

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election. **Gov. Code § 1780 (g) (2)**

The Board of Supervisors or the city council shall only fill enough vacancies to provide the board with a quorum. **Gov. Code § 1780 (h) (2)**

IF THE CITY COUNCIL OR BOARD OF SUPERVISORS FAILS TO ACT — If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, and no action has been taken by any governing body to fill the vacancy by appointment or by calling for a special election, the district must call an election to fill the vacancy. **Gov. Code § 1780 (g) (1)**

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election. **Gov. Code § 1780 (g) (2)**

A person appointed to fill a vacancy shall hold office only until the next general district election that is scheduled 130 or more days after the date the county elections official is notified of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified to fill the vacancy for the remainder of the unexpired term.

ELECTION — A person elected at an election to fill the vacancy shall hold office for the remainder of the unexpired term. **Gov. Code § 1780 (d) (2)**

TERM OF OFFICE — A person elected at a regular board member election or appointed in-lieu of election takes office at noon on the first Friday in December following his or her election in November (odd years) and at noon on the first Monday after January 1st following the election (even years) and shall serve for four years. **Elects. Code § 10554, 10507 and Gov. Code § 24200**

For Municipal Water Districts, directors elected to office shall take office at noon on the first Friday in December succeeding their election. **Water Code § 71253**

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK
12400 IMPERIAL HWY. NORWALK, CALIFORNIA 90650 / (562) 462-2912
www.lavote.net



This reference guide has been prepared in an effort to provide answers to frequently asked questions concerning filling vacancies in local offices. It is for general information only and does not have the force and effect of law. Persons using this guide must bear full responsibility to make their own determinations as to all legal standards and duties.

Prepared by the
Election Information and Preparation Division



DEAN C. LOGAN
Registrar-Recorder/County Clerk



Los Angeles County Registrar-Recorder/County Clerk

Revised 1/2020

HOW TO FILL A VACANCY

Pursuant to **Government Code Section § 1770** an office becomes vacant on the happening of any of the following events before the expiration of the term:

The death of the incumbent.

An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident.

His or her resignation.

His or her removal from office.

His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged.

His or her absence from the state without the permission required by law beyond the period allowed by law.

His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered.

His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

The decision of a competent tribunal declaring void his or her election or appointment.

The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event the office shall not be deemed vacant until the order of commitment has become final.

VACANCY IN OFFICE OF A SPECIAL DISTRICT

VACANCY — The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. **Gov. Code § 1780 (a) and (b).**

ACTION REQUIRED BY GOVERNING BOARD — The remaining district board members have 60 days immediately subsequent to either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, to either fill the vacancy: a) by appointment or b) by calling a special election. **Gov. Code § 1780 (c)**

APPOINTMENT — If the board decides to appoint someone to fill the vacancy, the board first must post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the appointment is made.

Gov. Code § 1780 (d) (1)

The board must notify the county elections of the appointment no later than 15 days after the appointment is made.

Gov. Code § 1780 (d) (1)

The person appointed shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general district election and that election is scheduled 130 or more days after the date the county elections official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor. **Gov. Code § 1780 (d) (2) (3)**

In Robson v. Upper San Gabriel Valley Municipal Water District (2006) 142 Cal. App. 4th 877, the Court of Appeal interpreted this code provision as follows:

a) If a vacancy occurs in the *first two years of the four-year term*, and the election is at least 130 days from the date the board has notice of the vacancy, the appointee may hold office only until a person is elected at the next general district election and has been qualified, i.e. at the two year point of the term. The person elected at the general district election will serve the remainder of the term (i.e., the last two years of the four year term)

b) If a vacancy occurs in the *second half of the four-year term*, and the next election is less than 130 days from notice to the Board, the person may maintain the seat for the last two years of the four year term plus up to 130 days. The person appointed completes whatever remains of the term.

CALLING AN ELECTION TO FILL VACANCIES — In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy. **Gov. Code § 1780 (e) (1)**

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election. **Gov. Code § 1780 (e) (2)**

Established election dates as defined by **Elections Code §1000** are:

The second Tuesday of April in each even-numbered year.

The first Tuesday after the first Monday in March of each year.

The first Tuesday after the first Monday in November of each year.

FAILURE TO ACT — If the vacancy is not filled by the district board by either making an appointment or calling a special election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the following shall occur: within the next 30 days, the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the Board of Supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy by appointment or may order the district to call an election to fill the vacancy. The election shall be held on the next established election date (see previous list) that is 130 or more days after the date the city council or Board of Supervisors calls the election. **Gov. Code § 1780 (f) (1)**

Per Government Code #1780

1. Within 15 days of the vacancy, The KID is required to notify the County Elections Official of the vacancy (see sample addressing below)
2. The KID must post a Notice of Vacancy in three or more conspicuous places within the District at least 15 days before the appointment is made.
(By KID Board Policy a letter of notice of the vacancy must be sent to all residents within the Division involved and post the notice at the office and in two strategic places within the Division involved.)
3. The Board of Directors is empowered to fill the vacancy by appointment, assuming it acts within 60 days following the date the vacancy is created. If the vacancy occurs within the first half of the Director's term of office, the person appointed will serve until the next general election that is 130 days after the vacancy is created. If the vacancy occurs within the second half of the Director's term of office, the person appointed will serve until that Director's term of office is up.
4. When the vacancy is filled by appointment, the KID must notify the County Election Official within 15 days of the date of appointment. (see sample addressing below) The appointment is provisional, and the Director must run in the next election.
5. If the Board decides not to appoint someone to fill the vacancy, the Board may elect to call an election to fill the vacancy. That election, however, is to be held on the next available election date at least 130 days from the date the vacancy was created.
6. If the Board has not acted to either fill the vacancy by appointment or to call an election with the 60 day period, the Board of Supervisors has an additional 30 days to fill the vacancy. The Board of Supervisors can either appoint someone to fill the vacancy or may call an election to do so.
7. If neither the Board nor the Board of Supervisors has acted within 90 days of the date the vacancy is created, The KID is required to call an election to fill the vacancy. Again, the election will be held on the next established election date that is 130 or more days after the date the election is called.

Note: If the resigning Director held an office on the Board then an election of officers will need to be held.

VIA E-MAIL AND FIRST-CLASS MAIL

Ms. Celia Zavala
Executive Officer to the
Los Angeles County Board of Supervisors
500 W. Temple Street, Suite 383
Los Angeles, CA 90012
executiveoffice@bos.lacounty.gov

Mr. Dean D. Logan
Los Angeles County Registrar-Recorder/
County Clerk
12400 Imperial Highway
Norwalk, CA 90650
voterinfo@rrcc.lacounty.gov

March 16, 2021

To: Residents of Division 2
From: Kinneloa Irrigation District Board of Directors

NOTICE OF VACANCY

The Board of Directors of the Kinneloa Irrigation District hereby gives notice that there exists a vacancy in the office of Director of Division 2 of the Kinneloa Irrigation District.

The Board of Directors intends to fill this vacancy by appointment pursuant to Government Code Section 1780. Interested candidates should submit a letter of interest and resume to the Kinneloa Irrigation District office located at: 1999 Kinclair Drive, Pasadena, CA 91107.

The deadline for submittals is 5:00 pm, Thursday, April 15, 2021.

Qualified candidates must be a registered voter and a landowner in the district and a resident of the division that he or she represents at the time of his or her nomination or appointment and through his or her entire term (California Water Code 21100 (a) and California Elections Code 201).

The Division number is shown on a customer's water service statement, below the service address on the upper right hand side. The map of the division boundaries is on the District's website at [Kinneloa Irrigation District Division Boundaries](#).

For additional information, please contact the District office by email kinneloa@outlook.com or by phone 626-797-6295.

Notice of Vacancy posted locations:

1. Kinneloa Irrigation District office board: 1999 Kinclair Dr.
2. Community Bulletin Board: Intersection Kinneloa Canyon Rd. and Kinneloa Mesa Rd
3. Community Bulletin Board: North of intersection Sierra Madre Villa Ave. and Mesita Rd.
4. Kinneloa Irrigation District Website www.kinneloairrigationdistrict.info

Statement of Qualifications

California Water Code

21100. (a) Each director, except as otherwise provided in this division, shall be a voter and a landowner in the district and a resident of the division that he or she represents at the time of his or her nomination or appointment and through his or her entire term, except in the case of the director elected at a formation election. A director elected at a formation election shall be a resident, landowner, and voter in the proposed district at the time of his or her nomination and a resident of the division that he or she represents during his or her entire term.

California Elections Code

201. Unless otherwise specifically provided, no person is eligible to be elected or appointed to an elective office unless that person is a registered voter and otherwise qualified to vote for that office at the time that nomination papers are issued to the person or at the time of the person's appointment.

BALLOT

NOMINATION OF THE SPECIAL DISTRICT REPRESENTATIVE (VOTING MEMBER) TO THE LOS ANGELES COUNTY REDEVELOPMENT OVERSIGHT BOARD NO. 5

To: Paul Novak, Executive Officer, LA LAFCO

I hereby certify that the governing board of the _____ (District),
(Name of District)

at its meeting on _____ voted for:
(Date of Meeting)

_____ Gordon Johnson, P.E., Kinneloa Irrigation District

_____ Lloyd Johnson, San Gabriel Valley Mosquito and Vector Control District

PLEASE VOTE FOR NO MORE THAN ONE CANDIDATE.

(Signature)

(Print Name)

(Date)

(Print Title)

Ballots must be received by LAFCO by the close of the voting period, which is Thursday, April 15, 2021, at 5:00 p.m. Ballots may be delivered by U.S. Mail, FedEx or UPS, courier, or by e-mail (aobrien@lalafco.org). Given the current COVID-19 restrictions, the LAFCO office is closed to the public; for this reason, e-mail is preferred; nevertheless, LAFCO staff will be in the office on Thursday, April 15, 2021 to receive U.S. Mail, FedEx, UPS, or courier.

Gordon Johnson, P. E.
Professional Civil Engineer
joebakpak@gmail.com / (626) 840-2014 / Pasadena, California

Mr. Johnson is an independent engineering consultant, providing technical assistance to public agencies and engineering firms on water-related projects. He also serves as Board Chair of the Kinneloa Irrigation District, a public water agency in Los Angeles County.

Education

B. S. in Civil Engineering, Loyola Marymount University, 1978

M. S. in Environmental Engineering, Stanford University, 1979

Certifications

Board Certified Environmental Engineer, American Academy of Environmental Engineers and Scientists

Registered Civil Engineer, California

Professional Experience

From 1990 to 2018, Mr. Johnson served as an engineer and manager at the Metropolitan Water District of Southern California, one of the largest water utilities in the United States. For the last 19 years, he held the position of Chief Engineer. Mr. Johnson had responsibility for all facility planning, design, construction, and dam safety activities. He managed a department of 370 engineers and specialists who executed a capital improvement program with annual expenditures exceeding \$400 million. This program required extensive collaboration with Metropolitan's 26 member agencies and with federal and state permitting agencies. Major long-term initiatives included the comprehensive rehabilitation of the 75-year-old Colorado River Aqueduct and of over 800 miles of large-diameter pipelines and tunnels throughout urban and rural Southern California. Other initiatives included design of a demonstration-scale advanced water treatment plant as the initial step for the largest recycled water system in the U.S.; upgrades to improve seismic resilience of Metropolitan's dams and water distribution facilities; and the addition of ozone as primary disinfectant for five regional water treatment plants.

Prior to joining Metropolitan, Mr. Johnson served as Principal Engineer for two major consulting firms, with an emphasis on environmental remediation and design of water treatment plants. He previously held a commission as Second Lieutenant with the U. S. Public Health Service, helping to improve water supplies and sanitation at native Alaskan villages.

Key Skills

Project delivery; organizational planning; staff development

To whom it may concern.

My name is Lloyd Johnson I am a Trustee on the San Gabriel Valley Mosquito and Vector Control District . I am very interested in the redevelopment board nomination.

I am a former Councilmember and the Former Mayor of the City of West Covina. I was on the City Council for 5 years. When our City went to Districts unfortunately I didn't get re-elected.

I have been involved with our city for over 25 years, I have lived in West Covina for more than 50 year's.

Been married for over 47 years two children 5 grandchildren.

When I got out of High School in 1967 I joined the United States Marine Corp. went to Viet Nam in January 1968, came home a Disabled Veteran.

Was given a permanent Disability from the Marine Corp. received a Honorable discharge under medical conditions. Was awarded a Purple Heart

After I was out of the Marine Corp in 1969, I became a certified structural Arc Welder for the city of Los Angles. Worked in construction for more then 20 years.

I worked as a working Forman for a company for more then 10 years.

I am a Cancer serviver at the end of 2001, I had neck cancer really bad. I had surgery and then chemo and radiation treatment. It disabled my left arm where I couldn't work any longer.

I was put on permanent disability by Social security,

Even though I couldn't do a full time job, that didn't stop me from getting involved with our City government.

I love working with people to solve problems, being a trustee on the San Gabriel Valley Mosquito and Vector Control District, being the treasury and Security of the board is a honor.

I am a very hard worker, any task I take on I do to the best of my ability. Even though I have only been a trustee for almost two years, I love being involved and making a difference.

As being retired I could be doing a lot of other things with my time, I chose to be involved with the San Gabriel Valley Mosquito and Vector Controll District.

When you take on a position, that you didn't have to I am a firm believer you do it to the best of your ability. You make the time to do the job, that includes making the meeting.

It would be a great honor to be on the redevelopment oversight board representinting the 5th district. You might be able to elect someone with more education, you will never get anyone with more passion to serve then myself.

Thank you for your consideration to this position
Lloyd Johnson