



## **AGENDA**

Special Meeting of the Board of Directors  
3021 Fullerton Road  
Rowland Heights, CA 91748  
December 19, 2023 -- 6:00 PM

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*Agenda materials are available for public review at <https://www.rwd.org/agendas-minutes/>. Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public review at the District office located at 3021 Fullerton Road, Rowland Heights, CA 91748.*

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL OF DIRECTORS**

Szu Pei Lu-Yang, President  
John Bellah, Vice President  
Vanessa Hsu  
Robert W. Lewis  
Anthony J. Lima

### **ADDITION(S) TO THE AGENDA**

### **PUBLIC COMMENT ON NON-AGENDA ITEMS**

*Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the subject matter jurisdiction of the Board should do so at this time. With respect to items on the agenda, the Board will receive public comments at the time the item is opened for discussion, prior to any vote or other Board action. A three-minute time limit on remarks is requested.*

*Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Gabriela Palomares, Executive Services Manager, at (562) 383-2323, or writing to Rowland Water District, at 3021 Fullerton Road, Rowland Heights, CA 91748. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Anyone requesting a disability-related accommodation should make the request with adequate time prior to the meeting in order for the District to provide the requested accommodation.*

*Any member of the public wishing to participate in the meeting, who requires a translator to understand or communicate in English, should arrange to bring a translator with them to the meeting.*

## 1. ACTION ITEMS

*This portion of the Agenda is for items where staff presentations and Board discussions are needed prior to formal Board action.*

**1.1 Consider Approval of the Groundwater Pumping and Supply Agreement for the Fullerton Road Grade Separation Project**

*Recommendation: The Board of Directors approve the Groundwater Pumping and Supply Agreement for the Fullerton Road Grade Separation Project.*

**1.2 Approve Accident Protocol Policy**

*Recommendation: The Board of Directors review and approve the Accident Protocol Policy as included in the Board packet.*

**1.3 Approve 4% Cost of Living Increase for all Employees Based on Merit**

*Recommendation: The Board of Directors review and discuss the Bureau of Labor Statistics report on the consumer price index and approve a 4% cost-of-living adjustment for employees based on merit effective January 1, 2024.*

**1.4 Review and Approve Schedule of Monthly Salary Ranges Effective January 1, 2024**

*Recommendation: The Board of Directors review and approve the monthly salary ranges as included in the Board packet.*

**1.5 Consider Adoption of RWD Resolution No. 12-2023, Re-Appointing the District Treasurer and Delegating Authority of the Investment of Surplus Funds of the District to the General Manager/Treasurer**

*Recommendation: The Board of Directors adopt RWD Resolution No. 12-2023.*

**1.6 Executive Officer Positions of the Board of Directors for 2024**

*Recommendation: The Board of Directors organizational chart is presented for informational purposes only.*

**1.7 Consider Adoption of RWD Resolution No. 12.1-2023, Appointing Representatives to the Puente Basin Water Agency**

*Recommendation: The Board of Directors adopt RWD Resolution No. 12.1-2023.*

**1.8 Confirm Appointment of Representatives to the Pomona-Walnut-Rowland Joint Water Line Commission**

*Recommendation: The Board of Directors confirm the appointment of representatives to the Pomona-Walnut-Rowland Joint Water Line Commission.*

**1.9 Review and Approve Board of Directors Committee Assignments for 2024**

*Recommendation: The Board of Directors approve the Committee Assignments for 2024.*

**1.10 District 2024 Calendar**

*Recommendation: Presented as a matter of information only.*

**1.11 Local Agency Formation Commission Independent Special District Appointment Schedule 2024**

*Recommendation: Presented as a matter of information only.*

## 2. ATTORNEY'S REPORT

Mr. Byrne

### 3. CLOSED SESSION

**a. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – [§54956.8]**

Property: Portion of Property Located at 839 S. Azusa Avenue  
City of Industry, CA  
District Negotiator: Tom Coleman, General Manager  
Negotiating Parties: City of Industry  
Under Negotiation: Price and Terms

**b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – [§54956.8]**

Property: Portion of Property Located at Anaheim & Puente Road  
City of Industry, CA  
District Negotiator: Tom Coleman, General Manager  
Negotiating Parties: City of Industry  
Under Negotiation: Price and Terms

**c. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – [§54956.8]**

Property: Assessor Parcel Numbers 8266-002-900, 8266-002-901 and  
8269-003-903  
District Negotiator: Tom Coleman, General Manager  
Negotiating Parties: Puente Hills Habitat Authority  
Under Negotiation: Price and Terms of Payment

**d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Claim of Cari McCormick dated June 28, 2023, filed against CalPERS as a class action and submitted as a claim to the District as a potential Defendant.

### 4. RECONVENE/REPORT ON CLOSED SESSION

#### General Manager's and Directors' Comments

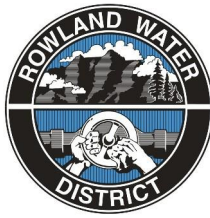
#### Future Agenda Items

#### Late Business

*No action shall be taken on any items not appearing on the posted agenda, except upon a determination by a majority of the Board that an emergency situation exists, or that the need to take action arose after the posting of the agenda.*

#### ADJOURNMENT

President Szu Pei Lu-Yang, Presiding



December 19, 2023

ITEM NO. 1.1

## ROWLAND WATER DISTRICT

**TO:** Honorable President and Board of Directors

**SUBMITTED BY:** Tom Coleman, General Manager

**SUBJECT:** *Consider Approval of the Groundwater Pumping and Supply Agreement for the Fullerton Road Grade Separation Project*

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### PURPOSE:

To request that the Board of Directors approve the Groundwater Pumping and Supply Agreement for Fullerton Road Grade Separation Project (Agreement).

### Background:

1. Industry is a member of the San Gabriel Valley Council of Governments, a California Joint Powers Authority, acting in furtherance of the Alameda Corridor – East Construction Authority Project (“ACE”), which is constructing, on behalf of Industry, a grade separation project under the Union Pacific Railroad (“UPRR”) line (Los Angeles subdivision) where it crosses Fullerton Road (the “**Fullerton Road Grade Separation Project**” or “**Project**”).
2. Fullerton Road is a public right-of way, and the area of the Project is located in Industry as depicted on the attached Exhibit A. The Project is also entirely within the boundaries of Rowland Water District (Rowland) and within the Puente Basin groundwater basin in which both Industry and Rowland have rights to extract groundwater.
3. Because of the high ground water levels in the vicinity of the Project, the Project is subject to flooding by groundwater infiltration, and a permanent groundwater pumping dewatering system has been included in the Project design to resolve the flooding issues. This system includes a subdrain piping system, which will enable ground water to gravity flow into a pumping vault located within the street-raised median within Fullerton Road.
4. Rowland provides potable and recycled water service to customers within its boundaries. Rowland pumps groundwater from wells in the vicinity of the Project and has determined that the groundwater produced is suitable for use as recycled water. Therefore, Rowland is willing to take delivery of the groundwater produced by the dewatering system for use in its recycled water system.
5. Dual 25 horsepower electric pumps will be installed within the pumping vault to pump the groundwater by means of connecting facilities into Rowland’s nearby recycled water distribution system for the exclusive use of Rowland. The dewatering system is designed for

a flow rate of 150 gallons of groundwater per minute. The system also includes a 12-inch gravity pipe between the groundwater pump station and the stormwater pump station owned and operated by Industry, with a valve that normally will be closed and will only be opened to connect the two pump stations under the conditions specified in this Agreement.

6. The portion of the Project consisting of the groundwater pump vault, the pumps and related electrical facilities necessary to operate the pumps are referred to in this Agreement as the **“Fullerton Groundwater Pumping System”** or **“Ground Water Pumping System.”** The Groundwater Pumping System is depicted on the attached Exhibit A to this Agreement.
7. Rowland has reviewed and approved the design plans for the Groundwater Pumping System.
8. In 2010, Rowland installed a 24-inch recycled water line (**“Existing Rowland Recycled Water Line”**) in Fullerton Road underneath the UPRR mainline tracks, which line must be relocated to accommodate the Project at an estimated cost of \$2 million. The Existing Rowland Recycled Water Line is depicted on the attached Exhibit B. This Line was installed under a permit issued by Industry and as such the full relocation expenses would normally be borne by Rowland. At the time the permit was issued, however, Industry was unaware of the Project and recognizes that Rowland may have postponed the installation of this recycled water line had there been knowledge of the Project prior to 2010. Prior to the placement of the roadway paving for the Project, Rowland will trench and install a new 24-inch recycled water line (**“New Rowland Recycled Water Line”**) in the location depicted on Exhibit B. This approach will eliminate the need to bore a replacement 24-inch line and will result in considerable cost savings. In consideration of Rowland’s commitment to ensure that Fullerton Road is free from rising groundwater in the future, Industry is prepared to contribute to Rowland’s costs for the New Rowland Recycled Water Line up to a maximum total contribution of \$1.1 Million Dollars as provided in this Agreement.
9. To enhance the Parties’ abilities to provide or utilize recycled water within their respective jurisdictions, the Parties desire to construct a recycled water line segment (**“Recycled Water Line Segment”**) from Nogales Street to Fairway Drive within an Industry-owned easement in order to connect Rowland’s recycled water system to Walnut’s recycled water system. The proposed location of the Recycled Water Line Segment is depicted on the attached Exhibit C.
10. The Recycled Water Line Segment will be designed and constructed by Walnut, with cost shared equally among Walnut, Rowland, and Industry.
11. In order to transfer water from the lower pressure zone of the Rowland recycled water system to the higher-pressure zone of the Walnut recycled water system and to ensure the proper flow of recycled water between the systems, a new pump station must be constructed at Fairway Drive in Industry (**“Fairway Pump Station”**) in the location depicted on the attached Exhibit D, which location is on land currently owned by Industry. The Fairway Pump Station will be designed and constructed by Walnut at its sole expense. Upon

completion, the Fairway Pump Station will be owned and operated by Walnut as provided in this Agreement.

12. Industry has paid for, and Walnut has constructed two water wells within Industry at the following locations: 21535 Baker Parkway and 20405 Business Parkway, together with a groundwater pump station located at the undercrossing of Grand Crossing Parkway beneath the UPRR. Due to the presence of groundwater above the roadway surface of Grand Crossing Parkway, the pump station (**Grand Crossing Groundwater Pump Station**) was subsequently constructed to keep the undercrossing serviceable. The two wells and the pump station are collectively referred to as the **“Industry Water Improvements”** and their locations are depicted on the attached Exhibit E. Walnut presently operates these improvements, which discharge the extracted groundwater directly into the Walnut recycled water system. The Industry Water Improvements will be conveyed to Walnut in consideration for Walnut supplying recycled water to certain Industry-owned properties at specified rates as provided in this Agreement.
13. The Industry-owned properties, including public rights-of-way, that will be entitled to receive recycled water from Walnut are collectively referred to as the **“Industry Benefited Properties”** and are depicted on the attached Exhibit F.

#### **SUMMARY:**

The Parties desire to enter into this Agreement to establish, among other things: (1) the manner in which the Fullerton Road Grade Separation Groundwater Pumping System will be constructed, operated and maintained, the water rights associated with such extraction, and Rowland’s and Industry’s contributions towards the costs of the New Rowland Recycled Water Line; (2) the construction and operation of the Recycled Water Line Segment; (3) the construction and operation of the Fairway Pump Station, including the acquisition of the necessary site; (4) the transfer of the Industry Water Improvements to Walnut; and (5) Walnut’s provision of recycled water to the Industry Benefited Properties at established rates.

#### **RECOMMENDATION:**

It is recommended that the Board of Directors approve the Groundwater Pumping and Supply Agreement for the Fullerton Road Grade Separation Project and further authorize the general manager to execute the Agreement with City of Industry and Walnut Valley Water District.

## GROUNDWATER PUMPING AND SUPPLY AGREEMENT

This Groundwater Pumping and Supply Agreement ("**Agreement**") is effective as of December 14, 2023 ("**Effective Date**"), between the CITY OF INDUSTRY, a California municipal corporation and charter city ("**Industry**"), the ROWLAND WATER DISTRICT, a county water district ("**Rowland**"), and the WALNUT VALLEY WATER DISTRICT, a California water district ("**Walnut**"). Industry, Rowland and Walnut are sometimes individually referred to as a "**Party**" and, collectively, as the "**Parties**." The Parties agree as follows:

### RECITALS

- A. Industry is a member of the San Gabriel Valley Council of Governments, a California Joint Powers Authority, acting in furtherance of the Alameda Corridor – East Construction Authority Project ("**ACE**"), which is constructing, on behalf of Industry, a grade separation project under the Union Pacific Railroad ("**UPRR**") line (Los Angeles subdivision) where it crosses Fullerton Road (the "**Fullerton Road Grade Separation Project**" or "**Project**").
- B. Fullerton Road is a public right-of way, and the area of the Project is located in Industry as depicted on the attached Exhibit A. The Project is also entirely within the boundaries of Rowland and within the Puente Basin groundwater basin in which both Industry and Rowland have rights to extract groundwater.
- C. Because of the high ground water levels in the vicinity of the Project, the Project is subject to flooding by groundwater infiltration, and a permanent groundwater pumping dewatering system has been included in the Project design to resolve the flooding issues. This system includes a subdrain piping system, which will enable ground water to gravity flow into a pumping vault located within the street-raised median within Fullerton Road.
- D. Rowland provides potable and recycled water service to customers within its boundaries. Rowland pumps groundwater from wells in the vicinity of the Project and has determined that the groundwater produced is suitable for use as recycled water. Therefore, Rowland is willing to take delivery of the groundwater produced by the dewatering system for use in its recycled water system.
- E. Dual 25 horsepower electric pumps will be installed within the pumping vault to pump the groundwater by means of connecting facilities into Rowland's nearby recycled water distribution system for the exclusive use of Rowland. The dewatering system is designed for a flow rate of 150 gallons of groundwater per minute. The system also includes a 12-inch gravity pipe between the groundwater pump station and the stormwater pump station owned and operated by Industry, with a valve that normally will be closed and will only be opened to connect the two pump stations under the conditions specified in this Agreement.
- F. The portion of the Project consisting of the groundwater pump vault, the pumps and related electrical facilities necessary to operate the pumps are referred to in this Agreement as the "**Fullerton Groundwater Pumping System**" or "**Ground Water Pumping System**." The Groundwater Pumping System is depicted on the attached Exhibit A to this Agreement.

- G. Rowland has reviewed and approved the design plans for the Groundwater Pumping System.
- H. In 2010, Rowland installed a 24-inch recycled water line ("**Existing Rowland Recycled Water Line**") in Fullerton Road underneath the UPRR mainline tracks, which line must be relocated to accommodate the Project at an estimated cost of \$2 million. The Existing Rowland Recycled Water Line is depicted on the attached Exhibit B. This Line was installed under a permit issued by Industry and as such the full relocation expenses would normally be borne by Rowland. At the time the permit was issued, however, Industry was unaware of the Project and recognizes that Rowland may have postponed the installation of this recycled water line had there been knowledge of the Project prior to 2010. Prior to the placement of the roadway paving for the Project, Rowland will trench and install a new 24-inch recycled water line ("**New Rowland Recycled Water Line**") in the location depicted on Exhibit B. This approach will eliminate the need to bore a replacement 24-inch line and will result in considerable cost savings. In consideration of Rowland's commitment to ensure that Fullerton Road is free from rising groundwater in the future, Industry is prepared to contribute to Rowland's costs for the New Rowland Recycled Water Line up to a maximum total contribution of \$1.1 Million Dollars as provided in this Agreement.
- I. To enhance the Parties' abilities to provide or utilize recycled water within their respective jurisdictions, the Parties desire to construct a recycled water line segment ("**Recycled Water Line Segment**") from Nogales Street to Fairway Drive within an Industry-owned easement in order to connect Rowland's recycled water system to Walnut's recycled water system. The proposed location of the Recycled Water Line Segment is depicted on the attached Exhibit C.
- J. The Recycled Water Line Segment will be designed and constructed by Walnut, with cost shared equally among Walnut, Rowland, and Industry.
- K. In order to transfer water from the lower pressure zone of the Rowland recycled water system to the higher-pressure zone of the Walnut recycled water system and to ensure the proper flow of recycled water between the systems, a new pump station must be constructed at Fairway Drive in Industry ("**Fairway Pump Station**") in the location depicted on the attached Exhibit D, which location is on land currently owned by Industry. The Fairway Pump Station will be designed and constructed by Walnut at its sole expense. Upon completion, the Fairway Pump Station will be owned and operated by Walnut as provided in this Agreement.
- L. Industry has paid for and Walnut has constructed two water wells within Industry at the following locations: 21535 Baker Parkway and 20405 Business Parkway, together with a groundwater pump station located at the undercrossing of Grand Crossing Parkway beneath the UPRR. Due to the presence of groundwater above the roadway surface of Grand Crossing Parkway, the pump station ("**Grand Crossing Groundwater Pump Station**") was subsequently constructed to keep the undercrossing serviceable. The two wells and the pump station are collectively referred to as the "**Industry Water Improvements**" and their locations are depicted on the attached Exhibit E. Walnut presently operates these improvements, which discharge the extracted groundwater directly into the Walnut recycled water system. The Industry Water Improvements will be conveyed to



Walnut in consideration for Walnut supplying recycled water to certain Industry-owned properties at specified rates as provided in this Agreement.

- M. The Industry-owned properties, including public rights-of-way, that will be entitled to receive recycled water from Walnut are collectively referred to as the “**Industry Benefited Properties**” and are depicted on the attached Exhibit F.
- N. The Parties desire to enter into this Agreement to establish, among other things: (1) the manner in which the Fullerton Road Grade Separation Groundwater Pumping System will be constructed, operated and maintained, the water rights associated with such extraction, and Rowland’s and Industry’s contributions towards the costs of the New Rowland Recycled Water Line; (2) the construction and operation of the Recycled Water Line Segment; (3) the construction and operation of the Fairway Pump Station, including the acquisition of the necessary site; (4) the transfer of the Industry Water Improvements to Walnut; and (5) Walnut’s provision of recycled water to the Industry Benefited Properties at established rates.

**1. Fullerton Groundwater Pumping System.**

**1.1 Construction of Groundwater Pumping System and Relocation of the Rowland Existing Recycled Water Line.**

1.1.1 The Parties acknowledge and agree that the design and construction costs of the Fullerton Grade Separation Project, including the Fullerton Groundwater Pumping System, are the responsibility of ACE, acting on behalf of Industry, in accordance with the Agreement Regarding the Construction of Grade Crossing Safety Improvements and grade Separation Projects by ACE, and related amendments.

1.1.2 The design and construction costs for the New Rowland Recycled Water Line are the responsibility of Rowland; provided, however, that upon completion of the New Rowland Recycled Water Line and submission to Industry of reasonable documentation of the costs incurred by Rowland, Industry will pay Rowland 50 percent of such costs, in an amount not to exceed \$1.1 million dollars. Rowland shall comply with all laws, rules and ordinances applicable to the construction of the New Rowland Recycled Water Line, including, but not limited to, all competitive bidding requirements for public projects.

1.1.3 During the construction of the Project and the New Rowland Recycled Water Line, Rowland will have the right to review and approve the plans and submittals and provide direction to ACE’s contractor for all requests for information with respect to the work.

1.1.4 Upon completion of the Groundwater Pumping System, Rowland will provide written notice (“**Transfer and Acceptance Notice**”) to Industry that the improvements have been constructed in accordance with the plans and specifications and that Rowland shall take over ownership of the Groundwater Pumping System in accordance with this Agreement.

1.2 Operation and Maintenance of Groundwater Pumping System.

1.2.1 Upon Industry's receipt of the Transfer and Acceptance notice, Rowland will thereafter be solely responsible for the operation and maintenance of the Groundwater Pumping System, including all electrical and other costs associated with the operation and maintenance of the Groundwater Pumping System.

1.2.2 Rowland covenants that it will continuously operate and maintain the Groundwater Pumping System in a manner consistent with standard operating practices for similar public facilities and in any event at a level no less than that of its other facilities, except as specifically provided in this Section 1.2.

1.2.3 Rowland acknowledges and agrees that neither Industry nor Walnut will have any obligation with respect to the repair or replacement of the Groundwater Pumping System, it being understood and agreed that all such long-term capital replacement costs for the facility are the sole obligation of Rowland, except for the sub drain and drainage system that provides water to the Groundwater Pumping System. Industry shall retain ownership of that sub drain and drainage system and be responsible for all future maintenance and replacement costs of those facilities.

1.2.4 If Rowland is unable to convey the pumped groundwater into its recycled water system due to any cause beyond the reasonable control of Rowland, including but not limited to power failure, unusual weather event, accident or other emergency situation, Rowland will have the right to open the valve to the stormwater pump station so that the water may be discharged through that system. If the stormwater pump station fails to operate properly in an emergency or other situation where Rowland has opened the valve to the stormwater pump station, then upon reasonable notice by Rowland, and if necessary to reduce the risk of flooding to public safety, Industry will cause the Fullerton Road underpass to be shut down to traffic. To the extent not caused by the negligence or willful misconduct of Rowland or the breach of any obligation under this Agreement, Industry agrees that Rowland will not be liable for any cost or damage resulting from the discharge of any pumped groundwater into the stormwater pump station and agrees to hold Rowland harmless from claims arising out of a closure of Fullerton Road due to failure of the stormwater pump station to adequately remove the groundwater from Fullerton Road. Said groundwater pump station valve is shown on Exhibit A.

1.2.5 Industry is solely responsible for the operation and maintenance of the stormwater pump station, including any required National Pollution Discharge Elimination System ("**NPDES**") permit for the discharge of any groundwater from the Groundwater Pumping System.

1.3 License to Operate and Maintain Groundwater Pumping System. Industry hereby grants Rowland, and its officers, employees, contractors, and agents a perpetual license in, on, over, across and under the respective property of Industry within the Fullerton Road right-of-way for the purpose of operating and maintaining the Groundwater Pumping System, including, without limitation, the maintenance and repair of all surface and underground pipelines and laterals, mains, manholes, vaults, pumps, regulators, valves, wiring, and all other underground and surface structures appurtenant to the Groundwater Pumping System or necessary for the operation, maintenance, and repair of the System. The license granted by this Agreement includes all rights incidental or reasonably necessary to Rowland's obligation to operate, maintain, and repair the facilities

that comprise the Groundwater Pumping System, and the right of access, ingress and egress for such purposes.

Rowland shall not cause or permit to be filed, recorded or enforced against Industry's property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from Rowland's license to enter the property, or any claim or action affecting the title to the property, arising from Rowland's license, and Rowland shall pay or cause to be paid, or otherwise remove or bond over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Industry's other rights and remedies under this Agreement or under law, should Rowland fail within fifteen (15) business days of a written notice from Industry to pay and discharge or bond over any lien arising out of Rowland's use of and work on the property, then a material breach under this Agreement shall be deemed to have occurred which, at Industry's election, shall entitle Industry to terminate this Agreement.

If Rowland desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the property or any portion thereof for which Industry could become liable if not successfully resolved, as a condition to such contest, Rowland shall notify Industry of Rowland's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Rowland shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Industry and the property.

#### 1.4 Groundwater Quality, Rights, Use and Discharge.

1.4.1 Industry makes no representations or warranties as to the quality or quantity of the groundwater that will be available for extraction through the Fullerton Groundwater Pumping System. Rowland assumes at its sole cost all responsibility with respect to the testing, treatment, and discharge of all the groundwater extracted through the Groundwater Pumping System.

1.4.2 Rowland has the right to utilize all groundwater extracted from the Groundwater Pumping System and to discharge such groundwater into Rowland's recycled water system.

1.4.3 Rowland agrees to maintain accurate records of the volume of groundwater extracted by the Groundwater Pumping System and to make such records available to Industry upon reasonable advance notice. All groundwater extracted will be applied towards Industry's existing water rights within the Puente Basin at no charge to Rowland.

1.4.4 In the event that the water quantity or quality of the groundwater extracted by the Groundwater Pumping System is such that Rowland is required to discharge the water to the stormwater pump station instead of into its recycled water system, Rowland may do so upon Industry obtaining any required approvals for such discharge including a NPDES permit as required under applicable law at Industry's sole expense.

1.4.5 Rowland acknowledges and agrees that all groundwater extracted by the Groundwater Pumping System may only be utilized for such uses as are legally permissible under the laws of the State of California and any regulatory agency

having jurisdiction over such groundwater, including the Los Angeles Regional Water Quality Control Board (“**RWQCB**”) and state and local health departments.

1.4.6 Notwithstanding anything above in this Section 1.4 to the contrary, if the quality of the groundwater becomes unsuitable for use as recycled water, either because of deterioration of the quality of the groundwater or the imposition or modification of any statutory or regulatory provisions governing recycled water, by any governmental authority with jurisdiction over Rowland’s recycled water system, Rowland may provide Industry with a written notice stating the reasons for such unsuitability of the groundwater and reasonable documentation supporting such finding (“**Notice of Groundwater Unsuitability**”). Within 30-days of receipt of a Notice of Groundwater Unsuitability, the Parties must schedule a meeting to review the Notice and Rowland’s supporting documentation, and discuss methods to potentially address Rowland’s concerns regarding the quality of the groundwater extracted, including the potential installation of a small package treatment facility or alternative discharge options. If following such meeting or any additional meetings to which the Parties may collectively agree to conduct, a mutually satisfactory agreement is not reached regarding the alleged unsuitability of the groundwater for use as part of Rowland’s recycled water system, then Rowland may, upon at least 18 months’ written notice to the other Parties, or such other timeframe agreed to in writing by the Parties, transfer ownership of the Fullerton Groundwater Pumping System to Industry and upon such transfer Industry will assume all of Rowland’s then existing obligations under this Section 1, it being understood and agreed that such period reflects a reasonable period for Industry to develop and implement an alternative method of discharging the groundwater.

1.5 Industry’s Right to Construct Recycled Water Line. In the event Rowland transfers its obligations under this Section 1 to Industry pursuant to Section 1.4.6, then Industry will have the right to construct a recycled water line from the Fullerton Road Groundwater Pumping System to the intersection of Nogales and Arenth Avenue and connect into the Recycled Water Line Segment.

## **2. Industry Water Improvements**

### **2.1 Operation and Maintenance of Industry Water Improvements**

2.1.1 Walnut will hereafter be solely responsible for the operation and maintenance of the Grand Crossing Groundwater Pump Station, including all electrical and other costs associated with the operation and maintenance of the Grand Crossing Groundwater Pump Station.

2.1.2 Walnut covenants that it will continuously operate and maintain the Grand Crossing Groundwater Pump Station in a manner consistent with standard operating practices for similar public facilities and in any event at a level no less than that of its other facilities, except as specifically provided in this Section 2.1.

2.1.3 Walnut acknowledges and agrees that neither Industry nor Rowland will have any obligation with respect to the repair or replacement of the Grand Crossing Groundwater Pump Station, it being understood and agreed that all such long-term capital replacement costs for the facility will be the sole obligation of Walnut, except for the sub drain and drainage system that provides water to the Groundwater Pumping

System. Industry shall retain ownership of the sub drain and drainage system and be responsible for all future maintenance and replacement costs of those facilities.

2.1.4 If Walnut is unable to convey the pumped groundwater into its recycled water system due to any cause beyond the reasonable control of Walnut, including but not limited to power failure, unusual weather event, accident or other emergency situation, Walnut will have the right to discharge the water to the catch basin feeding the Grand Crossing Groundwater Pump Station. If the Grand Crossing Groundwater Pump Station fails to operate properly in an emergency or other situation where Walnut has discharged the water to the Grand Crossing Groundwater Pump Station, then upon reasonable notice by Walnut, and if necessary to reduce the risk of flooding to public safety, Industry will cause the Grand Crossing Parkway underpass to be shut down to traffic. To the extent not caused by the negligence or willful misconduct of Walnut or the breach of any obligation under this Agreement, Industry agrees that Walnut will not be liable for any cost or damage resulting from the discharge of any pumped groundwater into the Grand Crossing Groundwater Pump Station and agrees to hold Walnut harmless from claims arising out of a closure of Grand Crossing Parkway due to failure of the stormwater pump station to adequately remove the groundwater from Grand Crossing Parkway.

2.1.5 Industry is solely responsible for the operation and maintenance of the stormwater pump station, including any required National Pollution Discharge Elimination System (“**NPDES**”) permit for the discharge of any groundwater from the Grand Crossing Groundwater Pump Station.

## 2.2 Groundwater Quality, Rights, Use and Discharge.

2.2.1 Industry makes no representations or warranties as to the quality or quantity of the groundwater that will be available for extraction through the Grand Crossing Groundwater Pump Station. Walnut has the right to utilize all groundwater extracted from the Grand Crossing Groundwater Pump Station and to discharge such groundwater into Walnut’s recycled water system.

2.2.2 Walnut agrees to maintain accurate records of the volume of groundwater extracted by the Grand Crossing Groundwater Pump Station and to make such records available to Industry upon reasonable advance notice. All groundwater extracted will be applied towards Industry’s existing water rights within the Puente Basin at no charge to Walnut.

2.2.3 In the event that the water quantity or quality of the groundwater extracted by the Grand Crossing Groundwater Pump Station is such that Walnut is required to discharge the water to the stormwater pump station instead of into its recycled water system, Walnut may do so, at the discretion of Industry, and upon Industry obtaining any required approvals for such discharge including a NPDES permit as required under applicable law at Industry’s sole expense.

2.2.4 Walnut acknowledges and agrees that all groundwater extracted by the Grand Crossing Groundwater Pump Station may only be utilized for such uses as are legally permissible under the laws of the State of California and any regulatory agency having jurisdiction over such groundwater, including the RWQCB and state and local health departments.

2.2.5 Notwithstanding anything above in this Section 2.2 to the contrary, if the quality of the groundwater becomes unsuitable for use as recycled water, either because of deterioration of the quality of the groundwater or the imposition or modification of any statutory or regulatory provisions governing recycled water, by any governmental authority with jurisdiction over Walnut's recycled water system, Walnut may provide Industry with a written notice stating the reasons for such unsuitability of the groundwater and reasonable documentation supporting such finding ("**Notice of Groundwater Unsuitability**"). Within 30-days of receipt of a Notice of Groundwater Unsuitability, the Parties must schedule a meeting to review the Notice and Walnut's supporting documentation, and discuss methods to potentially address Walnut's concerns regarding the quality of the groundwater extracted, including the potential installation of a small package treatment facility or alternative discharge options. If following such meeting or any additional meetings to which the Parties may collectively agree to conduct, a mutually satisfactory agreement is not reached regarding the alleged unsuitability of the groundwater for use as part of Walnut's recycled water system, then Walnut may, upon at least 18 months' written notice to the other Parties, or such other timeframe agreed to in writing by the Parties, transfer ownership of the Grand Crossing Groundwater Pump Station to Industry and upon such transfer Industry will assume all of Walnut's then existing obligations under this Section 2, it being understood and agreed that such period reflects a reasonable period for Industry to develop and implement an alternative method of discharging the groundwater.

### 2.3 Testing, Transfer, and Operation of Industry Improvements.

2.3.1 Upon completion of the Industry Improvements, Walnut must successfully complete a performance test, reasonably acceptable to Industry, to verify that the Industry Improvements will reliably deliver the quantities of water required by the Industry Benefited Properties, which demand is estimated to be 600-acre feet per year.

2.3.2 Upon execution of this Agreement, Industry will transfer title of the Industry Water Improvements, including any and all necessary easements required for the facilities, to Walnut in such form of documentation as is reasonably acceptable to both Walnut and Industry, and such improvements will then become part of the Walnut water system.

2.3.3 Upon transfer of the Industry Water Improvements to Walnut, Walnut, at its sole cost and expense, will be responsible for the operation (including all electrical costs), maintenance, repair and replacement of the Industry Water Improvements in the same manner and to the same standards as similar facilities that are part of the Walnut water system.

## 3. **Recycled Water Line Segment and Fairway Pump Station.**

### 3.1 Construction of Recycled Water Line Segment.

3.1.1 The Recycled Water Line Segment from Nogales to Fairway Drive will be designed and constructed by Walnut, which will be solely responsible for all such design and construction costs. Walnut will also be the lead agency for the environmental review of the Recycled Water Line Segment in accordance with the California Environmental Quality Act. Walnut will also be responsible for securing and maintaining any necessary permits or other governmental approvals relating to the construction and

operation of the Recycled Water Line Segment. Walnut shall comply with all laws, rules and ordinances applicable to the construction of the Recycled Water Line Segment, including, but not limited to, all competitive bidding requirements for public projects.

3.1.2 The Recycled Water Line Segment will be jointly owned by Walnut, Rowland and Industry to ensure that the groundwater extracted by the Fullerton Road Groundwater Pumping System is continuously discharged and conveyed through Recycled Water Line Segment into the Walnut recycled water system during the term of this Agreement.

3.1.3 Walnut will cause to be prepared the plans and specifications for the construction of the Recycled Water Line Segment and the related bidding documents (collectively, "**Plans and Specifications**"). The Plans and Specifications will be prepared to Walnut's standards, and will be submitted to Industry and Rowland for their reasonable review and approval prior to their use by Walnut. If Rowland or Industry disapprove of any aspect of the Plans and Specifications, such Party must give written notice to Walnut and describe the objections in reasonable detail. Following receipt of such notice by Walnut, the Parties will promptly meet and confer and use reasonable good faith efforts to agree upon acceptable modifications to the Plans and Specifications.

3.1.4 As a part owner of the Recycled Water Line Segment, Industry agrees that the Parties may locate the Recycled Water Line Segment within and use Industry's interest in an existing easement that it has for water line purposes for the project, which easement is located along the northerly side of the San Jose Creek Flood Control Channel as depicted on Exhibit C.

### 3.2 Construction of Fairway Pump Station.

3.2.1 The Fairway Pump Station will be designed and constructed by Walnut. Walnut will also be the lead agency for the environmental review of the Fairway Pump Station in accordance with the California Environmental Quality Act. Walnut will also be responsible for securing and maintaining any necessary permits or other governmental approvals relating to the construction and operation of the Fairway Pump Station. Walnut shall comply with all laws, rules and ordinances applicable to the construction of the Fairway Pump Station, including, but not limited to, all competitive bidding requirements for public projects.

3.2.2 Walnut will cause to be prepared Plans and Specifications (as defined in Section 3.1 above) for the construction of the Fairway Pump Station in a phased approach after the Recycled Waterline Segment. The Plans and Specifications will be prepared to Walnut's standards.

3.2.3 Industry agrees to timely grant Walnut an easement or such other interest in real property as may be necessary for Walnut to construct, operate and maintain the Fairway Pump Station on Industry-owned land or within any Industry-owned easement. The form and content of such documents will be reasonably acceptable to Industry and Walnut.

3.2.4 Upon completion of the construction of the Fairway Pump Station, Walnut must successfully complete a performance test, reasonably acceptable to Industry,

to verify the Pump Station will reliably deliver the quantities of water from the low-pressure zone of Rowland to the high-pressure zone of Walnut.

**4. Purchase, Sale and Delivery of Recycled Water to Industry Benefited Properties.**

4.1 License of Industry Water Rights and Payment for Excess Water Extraction. Upon the transfer of the Industry Water Improvements to Walnut, Industry shall permit Walnut to pump and use up to the aggregate amount of Industry's annual pumping rights as published each year by the Puente Basin Watermaster ("**Industry Water Rights**"). In the event that Walnut extracts a greater amount of groundwater under the Industry Water Rights than the amount of recycled water Walnut delivers to the Industry Benefited Properties ("**Excess Water Extraction**"), then Walnut shall exercise the option to either apply Walnut's available pumping rights to the excess pumping or pay Industry within 60 days of the end of such "**Water Year**" (July 1 through June 30) at a price mutually agreed upon by Walnut and Industry for the Excess Water Extraction. Nothing in this Agreement shall give any interest in Industry's adjudicated water rights in the Puente Basin to any other Party.

4.2 Industry Wheeling Rate. In consideration of Industry's contribution towards the costs of the Walnut Improvements and transfer of title to the Industry Water Improvements as provided in Section 4 and the use of the Industry Water Rights as provided in Section 4.1 above, Walnut agrees to sell and Industry agrees to purchase recycled water delivered through Walnut's water system. The price for all such water sold up to the amount of the Industry Water Rights will be at the Industry Wheeling Rate (as determined in accordance with Exhibit G hereto), which is currently \$201.54 per acre foot. Industry also acknowledges and agrees that Walnut's Industry Wheeling Rate may be periodically adjusted by Walnut's governing board like other water rates and charges in accordance with applicable law. The Wheeling Rate shall be determined using the methodology as shown in Exhibit G.

4.3 Rates for Excess Demand. If the demand for recycled water at the Benefited Properties under this Agreement exceeds in a calendar month the production of the Industry Water Improvements, or in any Water Year the aggregate amount of the Industry Water Rights, then the rate for such additional water will be increased to the amount of Walnut's approved "**Wholesale Recycled Water Rate**" as it may be adjusted by Walnut's governing board under applicable law from time to time. Walnut's current Wholesale Recycled Water Rate is \$375.46 per acre foot. The Wholesale Recycled Water Rate will not apply if Walnut is unable to meet the water demands on the Industry Benefited Properties with groundwater or recycled water and must use imported potable water supplied by the Metropolitan Water District or other water wholesaler. In that event, the rate for such excess water demand will be at Walnut's then approved "**Potable Water Rate**," which is currently \$1,336.98 per acre foot. Industry acknowledges and agrees that Walnut's Potable Water Rate may be periodically adjusted by Walnut's governing board in accordance with applicable law.

4.4 Meters. Walnut will cause to be installed, at Industry's expense, water meters to measure the quantity of water delivered to those service meters within the Industry Benefited Properties. Walnut will invoice Industry for the cost and installation of such meters. Upon installation, Walnut will maintain, at its own expense, including any required testing of such meters. All amounts invoiced by Walnut for the recycled water or



other water delivered to the Industry Benefited Properties must be based upon the quantities measured by these meters. Industry will have the full right of access to all such meters, and to inspect and copy Walnut's records pertaining to the measurement of water flows through such meters.

4.5 Recycled Water Volume. Industry acknowledges and agrees that Walnut makes no guarantee, warranty or representation with respect to the volume of recycled water available for delivery to the Industry Benefited Properties; provided, however, that Walnut will use reasonable efforts to ensure the availability of recycled water equal to that delivered by Walnut throughout its water system.

4.6 Recycled Water Pressure. Walnut makes no guarantee, warranty or representation with respect to a minimum pressure available to the Industry Benefited properties or to the consistency of the water pressure.

4.7 Recycled Water Quality. To the extent recycled water is delivered to the Industry Benefited Properties, the recycled water must be of a quality satisfactory for irrigation purposes in accordance with Title 22, Division 4 of the California Code of Regulations, and any other applicable regulations of any federal, state or local governmental regulatory agency with jurisdiction over the production, delivery and use of such recycled water, including the RWQCB, the State Water Resources Control Board, Division of Drinking Water ("**SWRCB-DDW**"), and the Los Angeles County Environmental Health Department (LACEHD).

4.8 Recycled Water Uses. Industry understands and agrees that all recycled water delivered by Walnut to the Industry Benefited Properties has restricted uses and will be used at the Benefited Properties solely for legally permissible purposes under the laws of the State of California and any regulatory agency having jurisdiction over recycled water use, including RWQCB, SWRCB-DDW, and LACEHD. Walnut will promptly inform Industry of any change that it becomes aware of in any such legally permissible uses that might affect the use of the recycled water at the Benefited Properties.

4.9 Billing and Payment. Walnut will invoice Industry monthly for the amount of recycled or other water delivered to the Industry Benefited Properties during the prior month. Payment for all invoices is due within 30 days of receipt of the invoice. Any protest of an invoice by Industry must be accompanied by payment of the disputed amount and will be subject to Walnut's adopted appeal procedures for its customers. Industry has the right to periodically review Walnut's water usage and metering records as they pertain to the delivery of recycled water to the Industry Benefited Properties.

## **5 Indemnification.**

5.1 By Rowland. Rowland agrees to indemnify, protect, defend and hold harmless Industry and Walnut from and against any and all claims, losses, liabilities, damages, fines, penalties, actions, causes of action, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) (collectively "**Claims**") arising out of or relating to the operation, maintenance, or use of the Groundwater Pumping System and all groundwater extracted by the System, including the distribution, sale or discharge of any such groundwater except into Industry's storm drain system. Notwithstanding the foregoing, as set forth in Section 1.2.4, Rowland will have no liability for any Claims related to flooding at Fullerton Road caused by the failure of the Groundwater Pumping Station,

except to the extent caused by the negligence or willful misconduct of Rowland. If any action or proceeding is brought against Industry or Walnut by reason of any of the matters against which Rowland has agreed to indemnify Industry and Walnut as provided above, Rowland, upon notice from Industry or Walnut, must defend Industry and Walnut at Rowland's expense by counsel acceptable to Industry and Walnut, such acceptance not to be unreasonably withheld. For the purposes of this Section 4.1, "Industry" and "Walnut" includes their respective officers, officials, employees, agents and volunteers. The provisions of this Section 5.1 do not apply to the extent any Claims are the result of the Industry's or Walnut's negligence or willful acts or omissions, nor do they include indemnification for consequential damages, unless such consequential damages result solely from a wrongful or willful act of Rowland. The indemnity obligations of Rowland in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2 By Walnut. Walnut agrees to indemnify, protect, defend and hold harmless the Industry and Rowland from and against any and all Claims (as defined in Section 5.1 above) arising out of or relating to the operation, maintenance, or use of the Recycled Waterline Segment, the Fairway Pumping Station, the transferred Industry Water Improvements, and its water system, including all groundwater extracted by the system, including the discharge of any such groundwater, except into Industry's storm drain system, or any material breach of this Agreement by Walnut. Notwithstanding the foregoing, as set forth in Section 2.1.4, Walnut will have no liability for any Claims related to flooding at Grand Crossing Parkway caused by the failure of the Grand Crossing Groundwater Pump Station, except to the extent caused by the negligence or willful misconduct of Walnut. If any action or proceeding is brought against Industry or Rowland by reason of any of the matters against which Walnut has agreed to indemnify Industry and Rowland as provided above, Walnut, upon notice from Industry and Rowland, must defend Industry and Rowland at Walnut's expense by counsel acceptable to Industry and Rowland, such acceptance not to be unreasonably withheld. For the purposes of this Section 5.2, "Industry" and "Rowland" includes their respective officers, officials, employees, agents and volunteers. The provisions of this Section 5.3 do not apply to the extent any Claims are the result of the Rowland's or Industry's negligence or willful acts or omissions, nor do they include indemnification for consequential damages, unless such consequential damages result solely from a wrongful or willful act of Walnut. The indemnity obligations of Walnut in this Section 5.2 will survive the expiration or termination of this Agreement.

5.3 By Industry. Industry agrees to indemnify, protect, defend and hold harmless Rowland and Walnut from and against any and all Claims (as defined in Section 5.1 above) arising out of or relating to any material breach by Industry of this Agreement. If any action or proceeding is brought against Rowland or Walnut by reason of any of the matters against which Industry has agreed to indemnify Rowland and Walnut as provided above, Industry, upon notice from Rowland and Walnut, must defend Rowland and Walnut at Industry's expense by counsel acceptable to Rowland and Walnut, such acceptance not to be unreasonably withheld. For the purposes of this Section 5.3, "Rowland" and "Walnut" includes their respective officers, officials, employees, agents and volunteers. The provisions of this Section 5.3 do not apply to the extent any Claims are the result of the Rowland's or Walnut's negligence or willful acts or omissions, nor do they include indemnification for consequential damages, unless such consequential damages result solely from a wrongful or willful act of Industry. The indemnity obligations of Industry in this Section 5.3 will survive the expiration or termination of this Agreement.

**6. Default and Remedies.**

For any breach by a Party arising from the failure to pay any monetary obligation under this Agreement, the Party to receive such monies must give the breaching Party written notice of such breach and that Party will have 30 days in which to cure the breach by paying all monies owed to the other Party. For any non-monetary breach, the non-breaching Party must give the breaching Party written notice of such breach and that Party will have 60 days to cure such breach. If any breach is not cured within the applicable cure period, the non-breaching Party may either (a) terminate this Agreement, in which case the Parties will have no continuing rights or obligations (other than those that have already accrued or are intended to survive the termination of this Agreement), or (b) seek against the breaching Party any available remedies at law or equity, including the right to receive compensatory damages or to pursue an action for specific performance. Except to the extent expressly provided in this Agreement, no consequential, indirect, special, punitive or similar damages will be payable on any Claims arising under this Agreement.

**7. Further Assurances.**

The Parties each agree to take all such further actions and to execute and deliver all such other agreements and instruments as may be necessary to more fully carry out the purposes of this Agreement.

**8. Assignment.**

The rights and obligations of the Parties under this Agreement may not be assigned or transferred without the prior written consent of the other Party or Parties, which consent may be withheld in such Party's reasonable discretion due to the unique, personal rights and obligations under this Agreement.

**9. Notices.**

All notices between the Parties must be in writing addressed to the recipient Party's notice address specified below and must be given (a) personally (including by commercial courier or next business day delivery service), in which case notice will be deemed to have been given upon delivery to the Party's notice address, (b) by certified mail, return receipt requested, in which case notice will be deemed to have been given on the delivery date indicated on the return receipt, or (c) by United States Mail, in which case notice will be deemed to have been given 3 business days following deposit in the United States Mail. A Party may change its notice address by giving notice to the other Parties. The Notice Addresses for the Parties are:

**If to Industry:**

City of Industry  
15625 Mayor Dave Way  
City of Industry, California 91744  
Attn: Joshua Nelson  
Tel: (626) 333-2211

**If to Rowland:**

Rowland Water District  
3021 Fullerton Heights  
Rowland Heights, California 91748

Attn: Tom Coleman  
Tel: (562) 697-1726

**If to Walnut:**

Walnut Valley Water District  
271 S. Brea Canyon Blvd.  
Walnut, California 91789  
Attn: Erik Hitchman  
Tel: (909) 595-1268

Failure to give a copy of a notice to the address indicated above will not render such notice ineffective if otherwise given to a Party as provided above.

**10. Term and Post Termination Rights.**

10.1 The term of this Agreement will be in perpetuity unless terminated by the mutual agreement of all Parties.

10.2 If this Agreement is terminated, then:

10.2.1 The ownership of the Fullerton Groundwater Pumping System and the 4-inch discharge line to Rowland's existing recycled water line in Railroad Street will transfer to Industry and the operation and maintenance responsibilities for the Fullerton Groundwater Pumping System will also be transferred to Industry.

10.2.2 The pumping of groundwater from the Fullerton Groundwater Pumping System will no longer be charged against the pumping rights of Rowland, and Industry will have to acquire or secure or apply its own water rights.

10.2.3 The groundwater extracted from the Fullerton Groundwater Pumping System will belong exclusively to Industry.

**11. General Provisions.**

11.1 Entire Agreement. This Agreement, including all Exhibits which are made a part of this Agreement, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties with respect to such subject matter.

11.2 Amendment; Waiver. No term or provision of this Agreement may be amended, modified or waived orally or by a course of conduct, but only by an instrument in writing duly executed and delivered by the Parties. A waiver of any term or provision of this Agreement will only be effective to the extent specified in the instrument establishing such waiver.

11.3 Interpretation. This Agreement is the result of negotiation between the Parties, each of which has been represented by legal counsel of its choosing. Accordingly, no term or provision of this Agreement is to be interpreted or construed against the Party that drafted such term or provision.

11.4 Compliance with Laws. The Parties shall, in all activities undertaken pursuant to this Agreement, comply and cause their contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

11.5 Severability. If any provision of this Agreement is ruled invalid by any court of competent jurisdiction, then the Parties will: (a) promptly negotiate a substitute provision, which will, to the greatest extent legally possible or permissible effect the intent of the Parties in such invalid provision, and (b) negotiate such changes to the remaining provisions of this Agreement as may be necessary to affect the intent of the Parties with respect to the invalid provision. The deemed invalidity of any provision of this Agreement will not affect any of the remaining provisions of this Agreement, and this Agreement will be construed and enforced if such invalid provision did not exist.

11.6 Attorney Fees. If any Party to this Agreement brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action will be entitled to its reasonable attorneys' fees and costs from the losing Party.

11.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. This Agreement may be signed by signatures transmitted electronically, including by e-mail or affixed through DocuSign, Adobe e-sign or any similar program. Any such electronically transmitted signature shall be deemed as effective as an original "wet" signature.

**[Signatures on the following page]**

The Parties have caused this Agreement to be duly executed by their undersigned respective and duly authorized officials, officers, or representatives as of the Effective Date.

**CITY OF INDUSTRY**

---

Joshua Nelson, City Manager

ATTEST:

---

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

---

James M. Casso, City Attorney

**ROWLAND WATER DISTRICT**

By: \_\_\_\_\_  
Tom Coleman, General Manager

APPROVED AS TO FORM:

---

Joseph Byrne, General Counsel

**WALNUT VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Erik Hitchman, General Manager

APPROVED AS TO FORM:

---

Jim Ciampa, General Counsel

**EXHIBIT A**

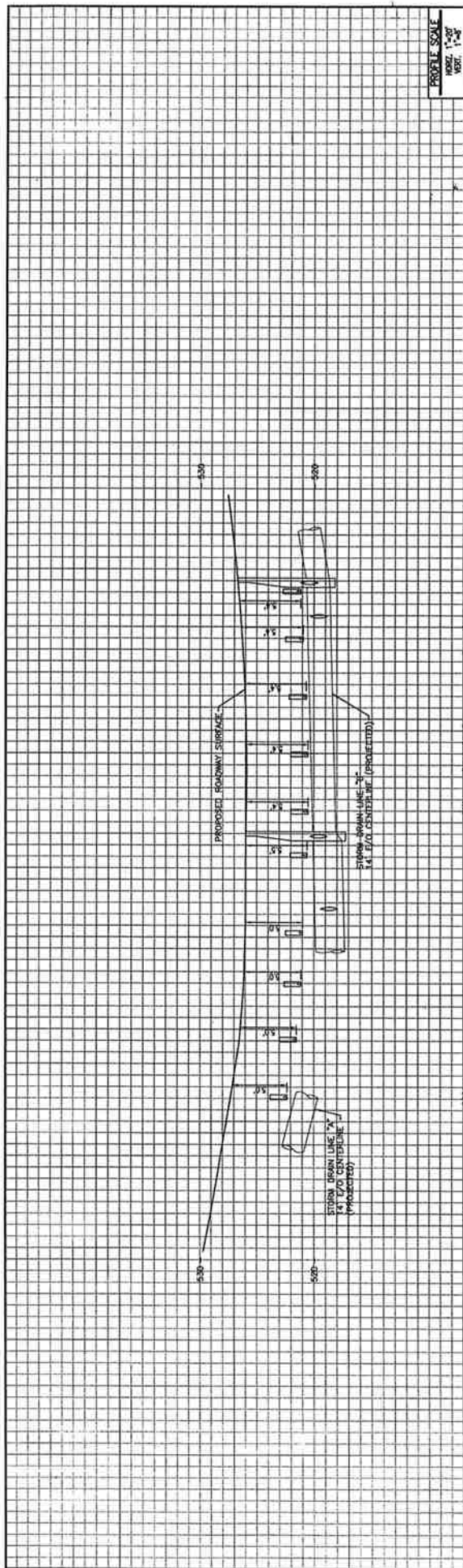
**Depiction of Fullerton Groundwater Pumping System**

[Attached]

# **EXHIBIT “A”**

DEPICTION OF FULLERTON GROUNDWATER PUMPING SYSTEM





CONSTRUCTION NOTES

- 6 - CONSTRUCT PUMP SYSTEM WITH CONC. WALT
- 7 - CONSTRUCT 4" THICK CONCRETE RAINWATER WITH BROOM FINISH IN MEDIAN BETWEEN CURBS.



"AS-BUILTS"

APPROVED BY:	CITY OF INDUSTRY	DATE:	5/6/2008
DESIGNED BY:	CIVILPEC	CHECKED BY:	AS-BUILTS
DESIGNED DATE:	APR 2010	ISSUED DATE:	2009/04
BREA CANYON RD. GROUNDWATER BOOSTER PUMP STATION		PLAN & PROFILE	
SCALE:	1" = 40'	SHEET:	1 OF 8

DESIGNED BY: CIVILPEC  
 118 West Line Avenue  
 Modesto, CA 95106  
 PHONE: (209) 433-7957  
 FAX: (209) 433-7957

APPROVED BY: [Signature]  
 DATE: 5/6/2008



NO.	DESCRIPTION	DATE	BY	DATE
1	AS-BUILT	5/6/2008		

811 DIGI ALERT  
 AT LEAST TWO WORKING DAYS BEFORE ANY EXCAVATION  
 CALL 811

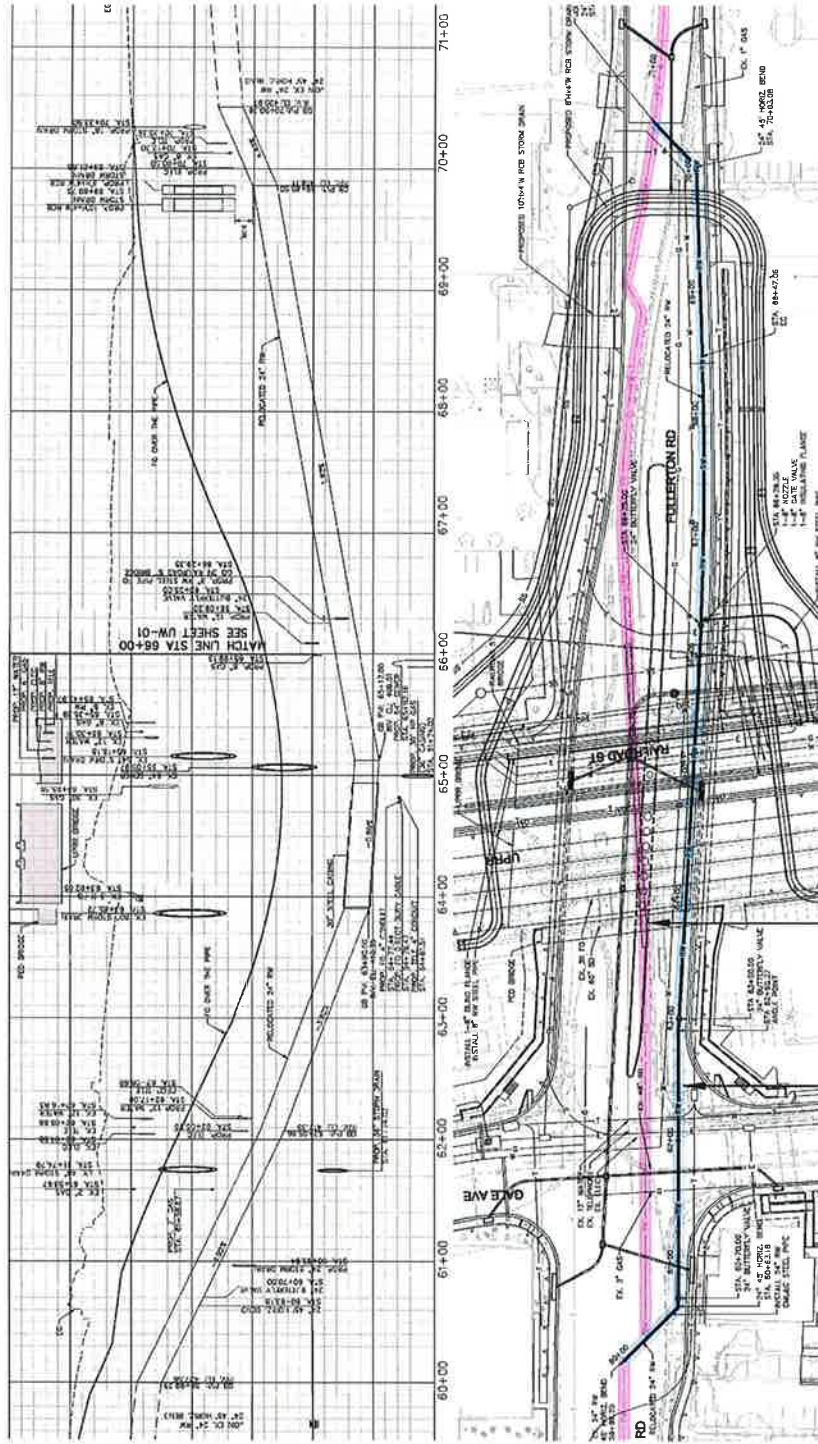
BENCHMARK: 118 WEST LINE AVENUE, CORNER OF 118th & 119th STS. (SEE PLAN) PROJECT ELEVATION: 505.135

[illegible]

**EXHIBIT B**

**Depiction of Existing Rowland Recycled Water Line and New Rowland Recycled  
Water Line**

[Attached]



EXISTING RECYCLED WATER LINE  
 PROPOSED 24" RECYCLED WATER LINE

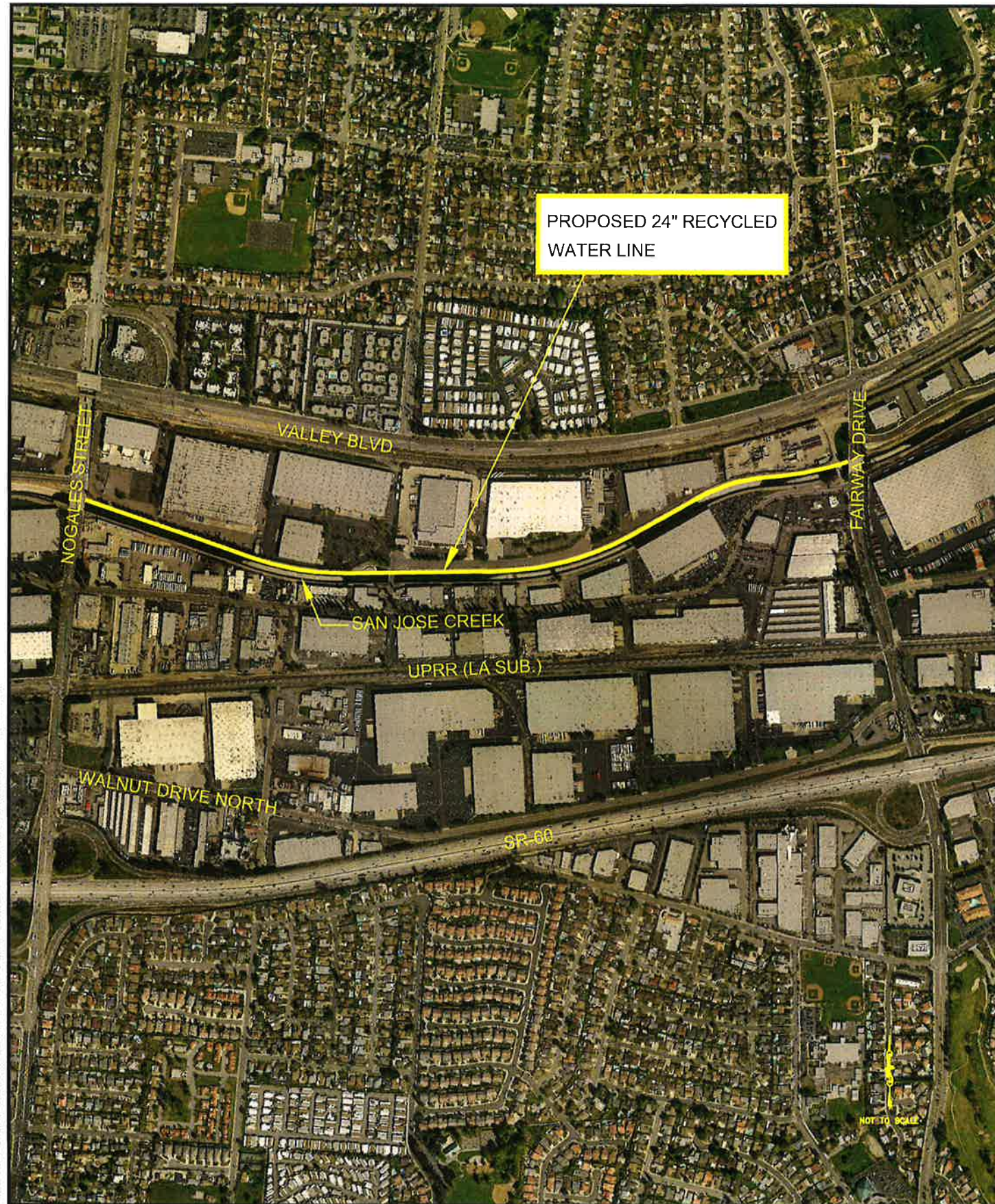
<b>CITY OF INDUSTRY</b> Administration and Support P.O. Box 1386, City of Industry, California 91744 Administration (951) 332-2271		Property By: <b>CNC</b> 250 N. Main Street, Ste. 202 Industry, CA 91744 Phone (951) 332-1100 Fax (951) 332-1101 E-mail: info@cnc-engineers.com		<b>EXHIBIT "B"</b> RELOCATION OF EXISTING 24" RECYCLED WATER LINE
SHEET NO.: 1 OF 1 JOB NO.: NP 99-60 #10		DATE: 10/1/09 DRAWN BY: J.A. CHECKED BY: J.A.		

**EXHIBIT C**

**Depiction of Recycled Water Line Segment**

[Attached]





ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE CITY OF INDUSTRY.

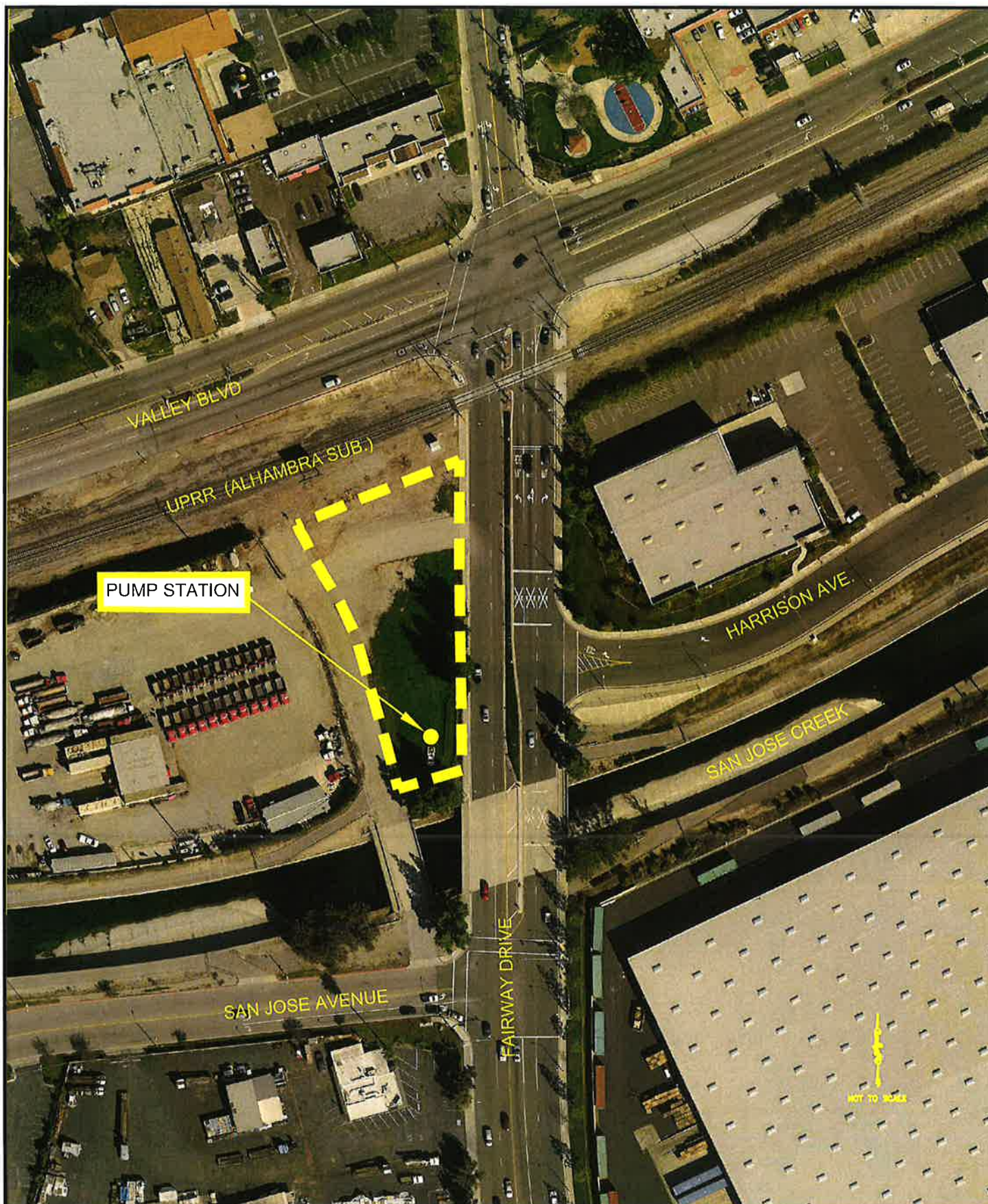
Prepared by:  <b>CNC</b> ENGINEERING Consulting Civil Engineers - Surveyors 225 N. Hacienda Blvd., Ste. 222 City of Industry, Ca. 91744 Phone (626) 333-0336 Fax (626) 336-7076	 <b>CITY OF INDUSTRY</b> <small>INCORPORATED JUNE 16, 1967.</small> P.O. Box 3368, City of Industry, California 91744 Administrative Offices: 15651 E. Stafford Street (626) 333-2211	DEPICTION OF RECYCLED WATERLINE SEGMENT	EXHIBIT "C"
DRAWN BY:	CHECKED BY:	JOB NO.: MP 99-60 #10	



**EXHIBIT D**

**Depiction of Fairway Pump Station**

[Attached]



Prepared by:



255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0338  
Fax (626) 336-7076  
Engineers • Surveyors



P.O. Box 3366, City of Industry, California 91744  
Administrative Offices: 15651 E. Stafford Street  
(626) 333-2211

### DEPICTION OF FAIRWAY PUMP STATION

EXHIBIT "D"

DRAWN BY:

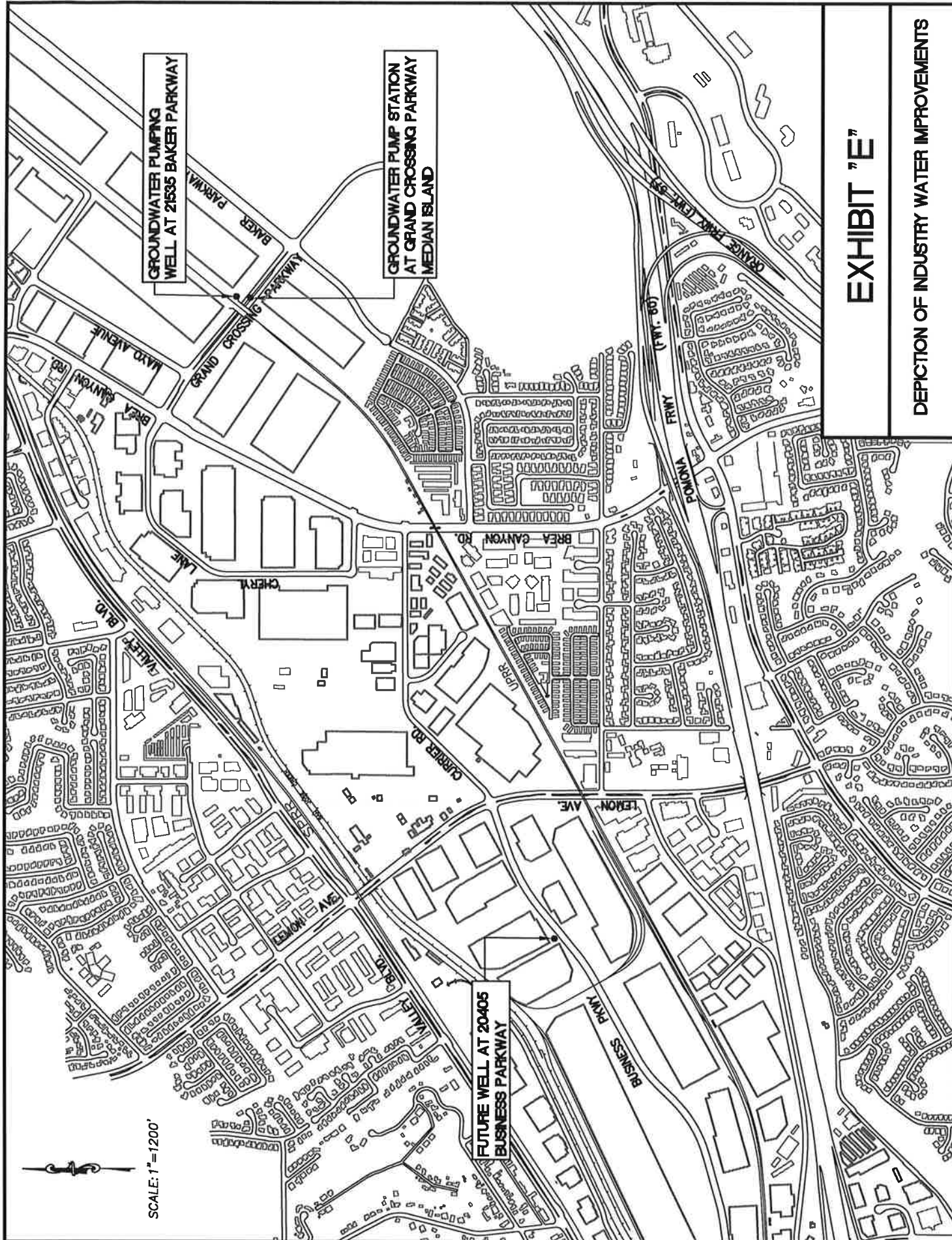
CHECKED BY:

JOB NO.: MP 99-60 #10



**EXHIBIT E**

**Depiction of Industry Water Improvements**  
[Attached]



SCALE: 1" = 1200'

# EXHIBIT "E"

DEPICTION OF INDUSTRY WATER IMPROVEMENTS

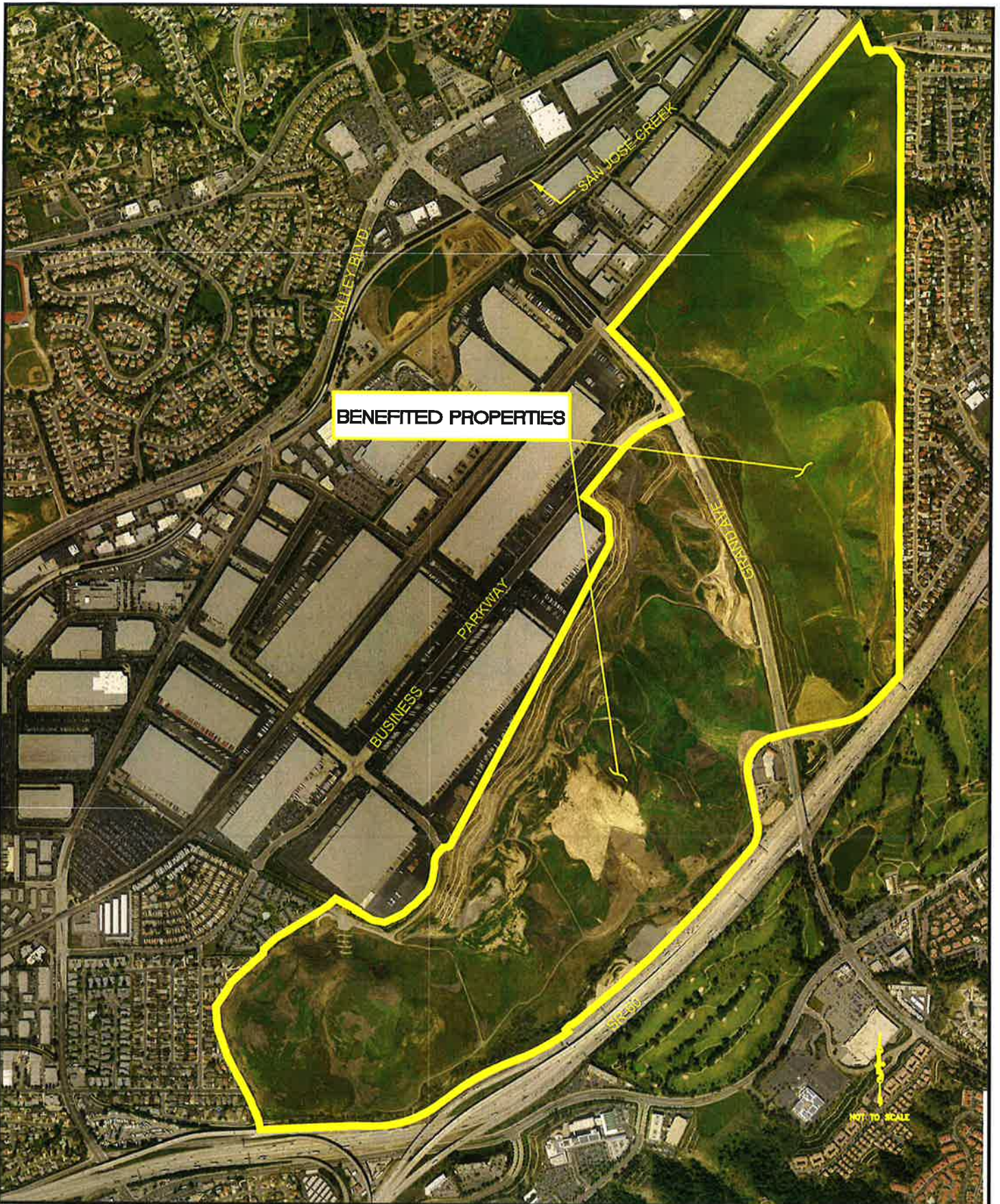
**EXHIBIT F**

**Depiction of Industry Benefited Properties**

[Attached]



AMERICAN-FAIRBANKS — 34 BERRY STREET, SUITE 100 — CHICAGO, ILLINOIS 60601 — TEL: (312) 329-1000 — FAX: (312) 329-1001



Prepared by:



255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0336  
Fax (626) 336-7076  
Consulting Civil Engineers - Surveyors



**CITY OF INDUSTRY**

INCORPORATED JUNE 18, 1967

P.O. Box 3366, City of Industry, California 91744  
Administrative Offices: 15651 E. Stafford Street  
(626) 333-2211

**DEPICTION OF INDUSTRY  
BENEFITED PROPERTIES**

**EXHIBIT 'F'**

DRAWN BY:

CHECKED BY:

JOB NO.: MP 99-60 #10



**EXHIBIT G**

**Industry Wheeling Rate Methodology**

[Attached]

## **Exhibit G**

### **Industry Wheeling Rate**

The Industry Wheeling Rate shall be applied to all water delivered through Walnut Valley Water District's (Walnut) recycled water system to the Industry Benefited Properties, as defined in Recitals M. and Exhibit F. The Industry Wheeling Rate shall be calculated based on the following methodology, in compliance with the terms stated in Section 4.2 Industry Wheeling Rate. The Industry Wheeling Rate may be periodically adjusted by Walnut's governing board in accordance with applicable law.

#### **Well 4 and Well 5 (Wells)**

- 1) Determine annual expenses related to the operation and maintenance of Well 4 (21535 Baker Parkway, City of Industry) and Well 5 (20405 Business Parkway, City of Industry) on a calendar year basis. These include:
  - Industry Public Utilities power costs (E1)
  - Rehabilitation and preventative maintenance costs (M1)
  - Labor costs associated with the operation and maintenance of Well 4 and Well 5 (L1)
- 2) Determine the total amount of water (acre-feet) delivered to the Industry Benefited Properties from Well 4 and Well 5 on a calendar year basis (W1).
- 3) Derive the total expense for Well 4 and Well 5 on a per acre foot basis by dividing the total of (E1) + (M1) + (L1) by (W1) = (Wells)

#### **Pumping Expense (PE)**

- 1) Determine the annual expenses related to the operation and maintenance of the Industry Business Center Recycled Pump Station (IBCPS) on a calendar year basis. These include:
  - Industry Public Utilities power costs (E2)
  - Rehabilitation and maintenance for IBC Pumps #1-5 (M2)
- 2) Determine the total amount of water (acre-feet) delivered to the Industry Benefited Properties from IBC-PS on a calendar year basis (W2).
- 3) Derive the total expense for the IBCPS on a per acre foot basis by dividing the total of (E2) + (M2) by (W2) = (PE)

#### **Industry Wheeling Rate**

The Industry Wheeling Rate shall be calculated by adding the total expense for Well 4 and Well 5 (Wells) to the Pumping Expense (PE). This total shall be applied on a per acre foot basis.

December 19, 2023



ITEM NO. 1.2

## ROWLAND WATER DISTRICT

**TO:** Honorable President and Members of the Board

**SUBMITTED BY:** Tom Coleman, General Manager

**PREPARED BY:** Elisabeth Mendez, Compliance and Safety Manager

**SUBJECT:** Accident Protocol Policy

---

### PURPOSE:

To request that the Board of Directors of Rowland Water District (District) review and consider the approval of an Accident Protocol Policy.

### BACKGROUND:

The District recognizes the importance of implementing a comprehensive Accident Protocol Policy to ensure the safety and well-being of employees, and thus has developed clear guidelines and procedures for employees and supervisors to follow to respond effectively to accidents that may occur on company premises or during work-related activities. The policy aims to provide a structured and effective response to accidents, minimizing potential harm and ensuring a timely and coordinated reaction.

The following is outlined in the policy:

<i>Accident Reporting and Initial Response</i>	✓ Initial Response
<i>Accident Investigation &amp; Reporting</i>	✓ Accident Investigation ✓ Accident Report
<i>Drug &amp; Alcohol Screening Policy</i>	✓ Drug & Alcohol Screening Criteria ✓ Drug & Alcohol Screening Process
<i>Follow-up Actions</i>	✓ Review and Documentation ✓ Correction Actions

**RECOMMENDATION:** District staff is recommending that the Board of Directors review and approve the proposed Accident Protocol Policy as included in the Board packet.

### ATTACHMENT:

Accident Protocol Policy



## POLICY AND PROCEDURE

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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### **Purpose**

The Accident Protocol for Rowland Water District aims to ensure the safety of employees and the public in the event of accidents or incidents occurring during work hours or on Rowland Water District premises. This protocol outlines the necessary steps to be followed by employees and supervisors when an accident occurs.

### **Procedures**

#### **Section 1: Accident Reporting and Initial Response**

**1.1 Definition of Accident:** An accident is defined as any unplanned event resulting in personal injury or property damage that could have caused harm.

**1.2 Reporting an Accident:** Employees must report an accident immediately to their immediate supervisor or manager.

#### **1.3 Initial Response:**

- a) If there is a medical emergency, call 911 immediately for medical assistance.
- b) If the accident involves a hazardous substance spill, follow the appropriate hazardous materials protocol to contain and report the spill.
- c) If the accident involves another vehicle, contact the local police jurisdiction to respond and request a copy of the police report.
- d) Ensure the safety of everyone in the area and take necessary precautions to prevent further accidents or injuries.
- e) Preserve the accident scene and avoid disturbing evidence until authorized personnel arrive.
- f) Utilize your JPIA Vehicle Accident Reporting Kit (**ATTACHMENT A**) for step-by-step guidance.
- g) Document the scene and obtain witness information and statements using the courtesy card statements in your JPIA reporting kit. (**ATTACHMENT B**) Take detailed photographs of the scene, using a close-up and wide view making sure to take different angles.

#### **Section 2: Accident Investigation and Reporting**

##### **2.1 Accident Investigation:**

An accident investigation is not used to establish fault, create blame, or justify the incident, but to prevent a similar occurrence.





## POLICY AND PROCEDURE

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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- a) The immediate supervisor or manager shall conduct a thorough investigation of the accident. If necessary, an Accident Investigation Team may be formed to carry out the inquiry.
- b) The investigation shall focus on identifying the root cause(s) of the accident, potential contributing factors, and actions to prevent similar incidents in the future.

### **2.2 Accident Report:**

- a) Within 24 hours of the accident, the employee must complete a *Driver's Report of Accident Form* (**ATTACHMENT C**), the employee's supervisor or designated investigator must submit a detailed *Supervisor Accident Investigation Form* (**ATTACHMENT D**) to the Compliance and Safety Manager or Human Resources Manager.
- b) The report should include the date, time, location, description of the accident, photos, involved parties, witnesses, and any contributing factors identified during the investigation.

## **Section 3: Drug and Alcohol Screening Policy**

### **3.1 Drug and Alcohol Screening Criteria:**

- a) In the event of an accident, drug and alcohol screening will be mandatory for the involved employee.

### **3.2 Drug and Alcohol Screening Process:**

- a) The drug and alcohol screening shall be conducted promptly following the accident.
- b) Employees subject to drug and alcohol screening will be notified and required to undergo testing at a designated medical facility.
- c) Drug and alcohol screening shall be conducted in accordance with applicable laws and regulations, and employee privacy shall be respected throughout the process.
- d) The employee's direct supervisor will be responsible for taking the employee to the medical facility. A list of these locations is attached for reference. (**ATTACHMENT E**)

## **Section 4: Follow-up Actions**

### **4.1 Review and Documentation:**

- a) The Compliance and Safety Manager or Human Resources Manager will review the following forms: *Driver's Report of Accident*, *Supervisor Accident Investigation*, and the drug and alcohol screening results.
- b) All accident-related documentation will be maintained as part of the employee's record in compliance with applicable regulations.



## POLICY AND PROCEDURE

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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### **4.2 Corrective Actions:**

- a) Based on the *Supervisor Accident Investigation Form*, the supervisor or designated authority will develop and implement corrective actions to prevent similar accidents in the future.
- b) Employees involved in the accident may be provided with additional training, counseling, or disciplinary/termination action, if necessary.

This Accident Protocol is subject to periodic review and updates to ensure its effectiveness and alignment with relevant safety guidelines and regulations.

By following this Accident Protocol, Rowland Water District aims to create a safer work environment and foster a culture of accountability and responsibility among its employees.

### **POLICY REVISION DATES**

12/19/2023



## POLICY AND PROCEDURE ATTACHMENT A & B

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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### Vehicle Accident Reporting Kit

#### - IMPORTANT -

#### What To Do In Case of Accident

1. Stop immediately. Move vehicle out of traffic lanes if possible. If flow of traffic is obstructed, put out emergency reflectors or flares. Ask someone to warn on-coming traffic.
2. In **ALL** accidents call or ask someone to call 9-1-1. If there are injuries, request medical aid.
3. NEVER admit liability or agree to pay for damages.
4. Take pictures of the scene and vehicles. (If possible, take photos with camera or cell phone and email immediately to district claims person.)
5. Get names and addresses of witnesses by having them fill out WITNESS COURTESY CARDS (found inside this envelope).
6. Be courteous at scene of accident, do not argue. Show your driver's license willingly.
7. Do not discuss the accident with anyone other than the police, your employer, or the JPIA. Sign no papers unless instructed to do so by your employer or the JPIA.
8. Complete the Driver's Report of Accident form found inside this envelope and submit it to your employer **IMMEDIATELY**.
9. Complete the SR-1 Traffic Accident Report found inside this envelope and submit it to the DMV within 10 days of the accident.



YOUR BEST PROTECTION

### Witness Courtesy Card

I'd appreciate your help in filling out this Witness Courtesy Card.

Name: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Accident at: \_\_\_\_\_

Day & Date: \_\_\_\_\_ Time: \_\_\_\_\_ ☐ AM ☐ PM

In your opinion, who was responsible? ☐ This Driver ☐ Other Driver

☐ Pedestrian ☐ Other: \_\_\_\_\_

Did you see the accident? \_\_\_\_\_ Was anyone hurt? \_\_\_\_\_

Were you riding in a vehicle involved? \_\_\_\_\_

August 2019



## POLICY AND PROCEDURE ATTACHMENT C

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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[HDrive:\Safety](#)

### ACWA/JOINT POWERS INSURANCE AUTHORITY

P.O. Box 619082, Roseville, California 95661-9082 \*\*\* (800) 231-5742 \*\*\* fax (916) 786-0209

#### DRIVER'S REPORT OF ACCIDENT

Agency Name:		
Location of Accident:	Accident Date:	Time: Select One
Road Conditions:	Weather Conditions:	
Direction of Travel of Your Vehicle:	Speed:	
Direction of Travel of Other Vehicle:	Speed:	
Police Report Taken? Select One	Police Department:	Report No.
Name of Police Officer:	Badge No.	
<b>YOUR VEHICLE (VEHICLE #1)</b>		
Year, Make, Model:		
Vehicle ID Number (VIN):	License Plate No.	
Driver:	Driver License No.	
Address, City, State:	Home Phone No.	
Department:	Job Title:	Supervisor:
Damage to your Vehicle:		
<b>OTHER VEHICLE (VEHICLE #2)</b>		
Driver:	Driver License No.	
Address, City, State:	Home Phone No.	
Year, Make, Model:		
License Plate No.	State:	
Insurance Company:	Policy Number:	
Insurance Broker Name:	Phone No.	
Damage to Other Vehicle:		
Owner Name:	Phone No.	
Address, City, State:		
<b>OTHER VEHICLE (VEHICLE #3)</b>		
Driver:	Driver License No.	
Address, City, State:	Home Phone No.	
Year, Make, Model:		
License Plate No.	State:	
Insurance Company:	Policy Number:	
Insurance Broker Name:	Phone No.	
Damage to Other Vehicle:		
Owner Name:	Phone No.	
Address, City, State:		

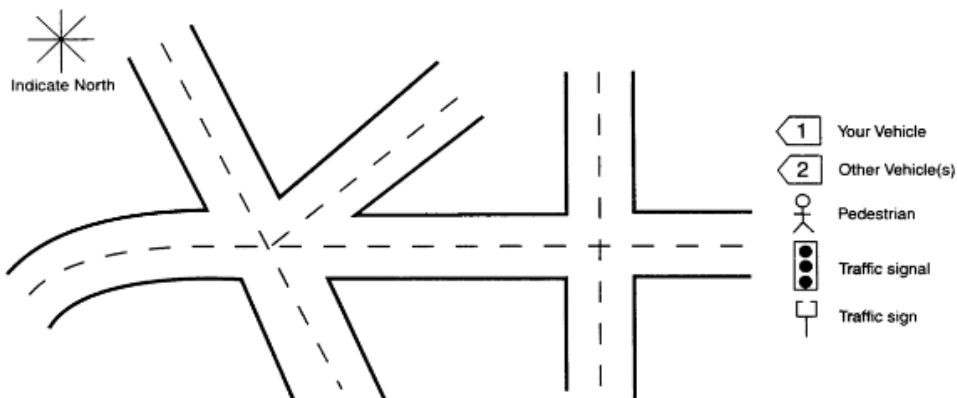


## POLICY AND PROCEDURE

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INJURED PERSONS	
Name:	Phone No.
Address, City, State:	
Extent of Injury:	Driver / Passenger / Veh. #:
Name:	Phone No.
Address, City, State:	
Extent of Injury:	Driver / Passenger / Veh. #:
Name:	Phone No.
Address, City, State:	
Extent of Injury:	Driver / Passenger / Veh. #:
<b>NARRATIVE REPORT:</b> Briefly describe the accident. Add pertinent information not addressed above.	
Completed by:	Date Submitted:

**DIAGRAM:** Show the position of each vehicle at the time of the accident and number them according to the numbers listed above. Indicate the direction of travel using arrows. Indicate traffic signs or signals. Show stationary objects.



Indicate North.



# POLICY AND PROCEDURE

## ATTACHMENT D

APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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[HDrive:\Safety](#)

Supervisor's Accident/Incident Investigation Form		
<i>Use for Industrial Injuries, Illnesses, or Near Misses</i>		
<b>When</b>	Date of incident: Time of incident:	Date reported to supervisor:
<b>Who</b>	Injured employee name: Department:	Job Title: Length of Employment:
<b>Where</b>	Exact location of occurrence:	
<b>Loss</b>	Nature and extent of injuries or property damage:	
<b>What</b>	Describe specifically what the individual was doing at the time of the incident:	
<b>Root Cause(s) (check all that apply)</b>	<b>MATERIALS</b> <input type="checkbox"/> Improper, defective or damaged tool or equipment <input type="checkbox"/> Equipment or tool failure <input type="checkbox"/> PPE failure <input type="checkbox"/> Hazardous product <input type="checkbox"/> Hazardous chemical <input type="checkbox"/> Improper apparel <input type="checkbox"/> Not otherwise classified (Describe):	<b>ENVIRONMENTAL</b> <input type="checkbox"/> Inadequate safeguards <input type="checkbox"/> Location hazards <input type="checkbox"/> Poor housekeeping <input type="checkbox"/> Poor storage practices <input type="checkbox"/> Toxic or hazardous gases, or fumes <input type="checkbox"/> Inadequate lighting <input type="checkbox"/> Poor weather conditions <input type="checkbox"/> Too hot or too cold <input type="checkbox"/> Not otherwise classified (Describe):
	<b>PERSONAL</b> <input type="checkbox"/> Bodily conditions, i.e. health issues, tired, under stress <input type="checkbox"/> Pressure to complete task <input type="checkbox"/> Poor ergonomics <input type="checkbox"/> Lack of skill or knowledge <input type="checkbox"/> Adequate skill or knowledge, but failure in execution <input type="checkbox"/> Did not receive adequate training <input type="checkbox"/> Did not inspect tool or equipment prior to use <input type="checkbox"/> Not otherwise classified (Describe):	<b>MANAGEMENT</b> <input type="checkbox"/> No written procedures <input type="checkbox"/> Lack adequate supervision <input type="checkbox"/> Lack of training provided <input type="checkbox"/> Ineffective inspection program or corrective action not taken <input type="checkbox"/> Pressure to get job done <input type="checkbox"/> Not otherwise classified (Describe):
	<b>TASK</b> <input type="checkbox"/> Safe work procedures not followed <input type="checkbox"/> Conditions changed to make the normal procedure unsafe <input type="checkbox"/> Appropriate tools not used or not available <input type="checkbox"/> Not otherwise classified (Describe):	<b>OTHER</b> <input type="checkbox"/> _____ _____ _____ _____ _____



## POLICY AND PROCEDURE

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**Why**

Comment Fully:

**Root Cause**

Supervisor's Accident Investigation Form (Cont.)

**Prevention**

What should be done and by whom to prevent recurrence of this type of incident?  
(Include target dates.)

What immediate actions have been taken? By whom?

What long term actions will be needed? (Include target dates.)  
Install railing

Name of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Comments  
by Dept.  
Head or  
Manager**

Based on the supervisor's report, write a concise statement commenting on why the injury occurred, and whether the corrective actions (taken and planned) are complete enough to prevent recurrence.



## POLICY AND PROCEDURE

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Name of Dept. Head or Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_





## POLICY AND PROCEDURE ATTACHMENT E

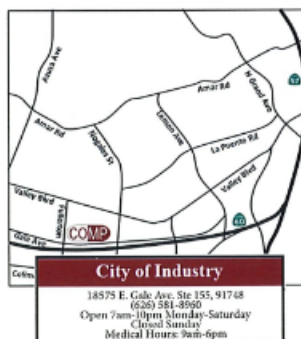
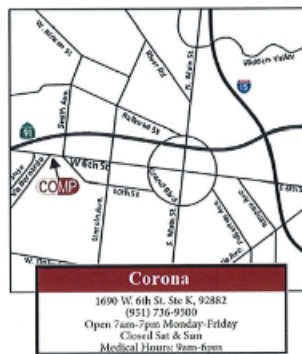
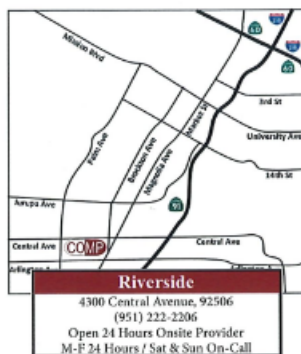
APPROVED BY	POLICY TITLE <b>Accident Protocol</b>	EFFECTIVE DATE 12/19/2023
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# IN CASE OF WORK RELATED INJURY OR ILLNESS



## Central Occupational Medicine Providers

Comprehensive Medical Care & Case Management



Please be aware that the Workers' Compensation Senate Bill 1218 Fraudulent Claims states the following:  
Anyone filing a false claim is guilty of a felony. The penalty will be up to 5 years in jail or up to \$50,000 in fines.

Courtesy Transportation Available For Initial Injuries • 24 Hours A Day • 7 Days A Week



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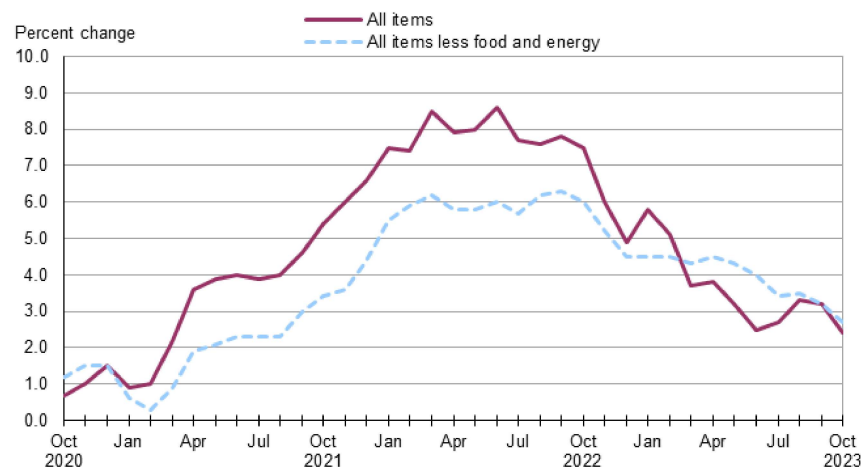
### Consumer Price Index, Los Angeles area — October 2023

**Area prices were down 0.1 percent over the past month, up 2.4 percent from a year ago**

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 0.1 percent in October, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the October decrease was influenced by recreation and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 2.4 percent. (See [chart 1](#) and [table A](#).) Food prices rose 3.0 percent. Energy prices declined 1.1 percent, largely the result of a decrease in the price of gasoline. The index for all items less food and energy advanced 2.7 percent over the year. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, October 2020–October 2023**



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

#### Food

Food prices rose 0.1 percent for the month of October. (See [table 1](#).) Prices for food at home increased 0.1 percent, led by higher prices for nonalcoholic beverages and beverage materials (2.4 percent). Prices for food away from home increased 0.1 percent for the same period.

Over the year, food prices rose 3.0 percent. Prices for food at home increased 1.2 percent since a year ago with higher prices in four of the six grocery categories. Prices for food away from home advanced 5.6 percent.

#### Energy

The energy index declined 0.2 percent over the month. The decrease was mainly due to lower prices for natural gas service (-5.9 percent). Prices for gasoline declined 0.8 percent, but prices for electricity rose 2.5 percent for the same period.

Energy prices declined 1.1 percent over the year, largely due to lower prices for gasoline (-5.2 percent). Prices paid for natural gas service fell 10.7 percent, but prices for electricity rose 10.6 percent during the past year.

#### All items less food and energy

The index for all items less food and energy declined 0.2 percent in October. Lower prices for recreation (-1.4 percent) and shelter (-0.1 percent) were partially offset by higher prices for household furnishings and operations (0.8 percent) and medical care (0.3 percent).

Over the year, the index for all items less food and energy advanced 2.7 percent. Components contributing to the increase included other goods and services (8.6 percent) and shelter (4.4 percent). Partly offsetting the increases were price decreases in new and used motor vehicles (-4.1 percent) and medical care (-1.0 percent).

**Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2019		2020		2021		2022		2023	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.7	3.2	0.8	3.1	0.2	0.9	1.1	7.5	1.9	5.8
February	0.1	2.5	0.3	3.4	0.4	1.0	0.3	7.4	-0.3	5.1
March	0.6	2.7	0.7	1.9	0.5	2.2	1.5	8.5	0.1	3.7
April	1.0	3.3	-0.3	0.7	1.1	3.6	0.5	7.9	0.7	3.8
May	0.2	3.1	0.4	0.9	0.6	3.9	0.8	8.0	0.1	3.2
June	0.0	3.3	0.5	1.4	0.6	4.0	1.1	8.6	0.5	2.5

#### News Release Information

23-2444-SAN  
Tuesday, November 14, 2023

#### Contacts

##### Technical information:

(415) 625-2270  
[BLInfoSF@bls.gov](mailto:BLInfoSF@bls.gov)  
[www.bls.gov/regions/west](http://www.bls.gov/regions/west)

##### Media contact:

(415) 625-2270

#### Related Links

[CPI historical databases](#)

Month	12-month CPI
Nov-22	6.0
Dec-22	4.9
Jan-23	5.8
Feb-23	5.1
Mar-23	3.7
Apr-23	3.8
May-23	3.2
Jun-23	2.5
Jul-23	2.7
Aug-23	3.3
Sep-23	3.2
Oct-23	2.4
Average	3.9

Month	2019		2020		2021		2022		2023	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
July	0.1	3.3	0.6	1.9	0.6	3.9	-0.2	7.7	0.0	2.7
August	0.0	3.0	0.1	2.0	0.2	4.0	0.1	7.6	0.7	3.3
September	0.5	3.0	-0.3	1.2	0.3	4.6	0.5	7.8	0.3	3.2
October	0.7	3.2	0.2	0.7	0.9	5.4	0.6	7.5	-0.1	2.4
November	-0.3	3.2	0.1	1.0	0.6	6.0	-0.8	6.0		
December	-0.6	3.0	-0.2	1.5	0.4	6.6	-0.6	4.9		

**The November 2023 Consumer Price Index for the Los Angeles area is scheduled to be released on December 12, 2023.**

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).
















In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Los Angeles-Long Beach-Anaheim, CA metropolitan area includes Los Angeles and Orange Counties in California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods**

**Los Angeles-Long Beach-Anaheim (1982-84=100 unless otherwise noted)**

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2023	Sep. 2023	Oct. 2023	Oct. 2022	Aug. 2023	Sep. 2023
Expenditure category							
All items		324.050	324.984	324.545	2.4	0.2	-0.1
All items (1967=100)		957.388	960.148	958.851	-	-	-
Food and beverages		330.114	329.313	329.443	2.9	-0.2	0.0
Food		331.989	330.984	331.291	3.0	-0.2	0.1
Food at home		318.410	315.910	316.111	1.2	-0.7	0.1
Cereals and bakery products		350.457	346.875	343.071	0.0	-2.1	-1.1
Meats, poultry, fish, and eggs		345.117	341.089	339.935	0.8	-1.5	-0.3
Dairy and related products		299.145	299.806	302.506	1.3	1.1	0.9
Fruits and vegetables		413.075	410.576	411.934	-0.4	-0.3	0.3
Nonalcoholic beverages and beverage materials <sup>(1)</sup>		310.546	298.268	305.398	0.1	-1.7	2.4
Other food at home		255.943	257.388	256.165	4.1	0.1	-0.5
Food away from home		341.505	343.020	343.491	5.6	0.6	0.1
Alcoholic beverages		282.904	284.829	282.636	1.9	-0.1	-0.8
Housing		368.480	369.622	369.678	4.0	0.3	0.0
Shelter		420.623	423.036	422.472	4.4	0.4	-0.1

#### Footnotes

(1) Indexes on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Indexes on a December 1982=100 base.





































(4) Special index based on a substantially smaller sample.

(5) Indexes on a December 1993=100 base.

(6) Indexes on a December 1997=100 base.

- Data not available

NOTE: Index applies to a month as a whole, not to any specific date.

Item and Group	Indexes				Percent change from-		
	Historical data	Aug. 2023	Sep. 2023	Oct. 2023	Oct. 2022	Aug. 2023	Sep. 2023
Rent of primary residence <sup>(2)</sup>		447.648	449.268	450.233	5.3	0.6	0.2
Owners' equiv. rent of residences <sup>(2)(3)</sup>		434.944	438.614	438.676	4.4	0.9	0.0
Owners' equiv. rent of primary residence <sup>(1)(2)</sup>		434.919	438.589	438.651	4.4	0.9	0.0
Fuels and utilities		472.708	468.205	471.754	6.0	-0.2	0.8
Household energy		427.795	422.365	424.838	5.5	-0.7	0.6
Energy services <sup>(2)</sup>		426.093	420.641	423.069	5.7	-0.7	0.6
Electricity <sup>(2)</sup>		487.706	487.759	499.924	10.6	2.5	2.5
Utility (piped) gas service <sup>(2)</sup>		346.998	328.224	308.824	-10.7	-11.0	-5.9
Household furnishings and operations		131.281	129.811	130.868	-1.2	-0.3	0.8
Apparel		124.088	122.542	121.698	2.6	-1.9	-0.7
Transportation		267.894	272.567	271.497	-3.0	1.3	-0.4
Private transportation		270.235	275.207	273.484	-3.0	1.2	-0.6
New and used motor vehicles <sup>(4)</sup>		113.742	111.269	110.637	-4.1	-2.7	-0.6
New vehicles <sup>(1)</sup>		195.700	195.889	195.097	-0.4	-0.3	-0.4
Used cars and trucks <sup>(1)</sup>		380.049	357.766	353.266	-6.8	-7.0	-1.3
Motor fuel		397.083	436.617	433.139	-5.1	9.1	-0.8
Gasoline (all types)		386.936	425.469	422.091	-5.2	9.1	-0.8
Gasoline, unleaded regular <sup>(4)</sup>		387.990	426.939	423.608	-5.2	9.2	-0.8
Gasoline, unleaded midgrade <sup>(4)(5)</sup>		369.541	406.137	402.734	-5.2	9.0	-0.8
Gasoline, unleaded premium <sup>(4)</sup>		369.611	405.244	401.812	-5.1	8.7	-0.8
Medical care		556.071	546.371	547.973	-1.0	-1.5	0.3
Recreation <sup>(6)</sup>		125.820	125.424	123.666	2.2	-1.7	-1.4
Education and communication <sup>(6)</sup>		158.154	159.041	157.885	1.5	-0.2	-0.7
Tuition, other school fees, and child care <sup>(1)</sup>		2,269.579	2,296.557	2,278.167	4.3	0.4	-0.8
Other goods and services		529.462	529.771	532.773	8.6	0.6	0.6
Commodity and service group							
All items		324.050	324.984	324.545	2.4	0.2	-0.1
Commodities		220.389	221.330	220.602	-0.6	0.1	-0.3
Commodities less food & beverages		164.318	165.690	164.777	-3.4	0.3	-0.6
Nondurables less food & beverages		232.980	239.225	237.965	-2.4	2.1	-0.5
Durables		102.864	101.943	101.358	-2.9	-1.5	-0.6
Services		415.619	416.501	416.382	3.9	0.2	0.0
Special aggregate indexes							
All items less medical care		313.783	315.140	314.621	2.6	0.3	-0.2
All items less shelter		281.314	281.581	281.198	1.1	0.0	-0.1
Commodities less food		169.614	171.020	170.065	-3.2	0.3	-0.6
Nondurables		283.339	286.318	285.702	0.8	0.8	-0.2
Nondurables less food		239.099	245.165	243.832	-2.1	2.0	-0.5
Services less rent of shelter <sup>(3)</sup>		419.790	418.168	418.816	3.2	-0.2	0.2
Services less medical care services		401.922	403.123	402.957	4.4	0.3	0.0
Energy		411.315	432.517	431.472	-1.1	4.9	-0.2
All items less energy		321.018	320.825	320.417	2.7	-0.2	-0.1
All items less food and energy		319.163	319.091	318.577	2.7	-0.2	-0.2
Footnotes							
(1) Indexes on a December 1977=100 base.							
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(3) Indexes on a December 1982=100 base.							
(4) Special index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1997=100 base.							
- Data not available							
NOTE: Index applies to a month as a whole, not to any specific date.							

U.S. BUREAU OF LABOR STATISTICS Western Information Office Attn: EA & I, 90 Seventh Street Suite 14-100 San Francisco, CA  
94103-6715

Telephone: 1-415-625-2270\_ [www.bls.gov/regions/west](http://www.bls.gov/regions/west) [Contact Western Region](#)

**Rowland Water District**  
**Schedule of Monthly Salary Ranges**  
**Fiscal Year 2023-2024**

*Board Adopted/Revision Date: 12-19-2023*

*Effective Date: 1-1-2024*

<b>Job Description</b>	<b>Step 1</b>	<b>Step 5</b>
<b>OFFICE:</b>		
General Manager	\$23,690	\$28,796
Assistant General Manager	\$19,132	\$23,255
Director of Finance	\$16,116	\$19,588
Director of Operations	\$16,645	\$20,232
Executive Services Manager	\$12,723	\$15,466
Accounting/Customer Service/HR Manager	\$12,723	\$15,466
Compliance and Safety Manager	\$12,072	\$14,674
Emergency Management Coordinator	\$13,182	\$16,023
Project Manager	\$12,072	\$14,674
Edu. & Community Outreach Coordinator	\$8,344	\$10,142
Customer Service Supervisor	\$8,987	\$10,923
Customer Service Representative	\$5,890	\$7,158
<b>FIELD:</b>		
Water Systems Supervisor	\$10,392	\$12,631
Field Operations Supervisor	\$10,392	\$12,631
Senior Water Systems Operator	\$8,974	\$10,909
Water Systems Operator II	\$7,483	\$9,096
Cross-Connection Control Specialist	\$8,558	\$10,403
Maintenance II	\$7,195	\$8,745
Water Systems Operator I	\$6,572	\$7,988
Maintenance I	\$6,254	\$7,601
Facility Maintenance	\$6,751	\$8,206





**RESOLUTION NO. 12-2023**  
***Supersedes Resolution No. 12.2-2022***

**ROWLAND WATER DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS  
RE-APPOINTING THE DISTRICT TREASURER AND  
DELEGATING AUTHORITY FOR THE INVESTMENT OF SURPLUS FUNDS  
OF THE DISTRICT TO THE GENERAL MANAGER/TREASURER**

**WHEREAS**, the Board of Directors has adopted a Statement of Investment Policy governing the investment of surplus funds of the District not required for the immediate needs of the District as set forth in Resolution No. 12.2-2022; and,

**WHEREAS**, on December 8, 2014, the Board of Directors appointed General Manager, TOM COLEMAM, as the Treasurer of the District and delegated to the General Manager/ Treasurer the authority to invest and reinvest funds of the District, and to sell and exchange securities purchased on behalf of the District pursuant to Government Code Section 53607; and,

**WHEREAS**, the delegation of investment authority to the General Manager/Treasurer was for a period of one year from the date of delegation, and the Board of Directors desires to amend the delegation of investment authority to the current General Manager/Treasurer for a period of one year, which it has done every year since 2014.

**NOW THEREFORE**, be it resolved by the Board of Directors of the Rowland Water District as follows:

1. The Board of Directors hereby delegates to the General Manager/ Treasurer, TOM COLEMAN the authority and responsibility for the investment of District funds pursuant to the Statement of Investment Policy established by the Board of Directors.
2. In investing surplus funds of the District, the General Manager/Treasurer shall consult with the District's financial advisors and shall exercise judgment and care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived. The standard of prudence to be used by the General Manager/Treasurer shall be the "prudent investor" standard (Government Code Section 53600.3) and shall be applied in the context of managing an overall portfolio. The General Manager/Treasurer, acting in accordance with the Investment Policy established by the Board of Directors and exercising due

diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. Within the limitations of the foregoing standard, the General Manager/Treasurer is authorized to invest surplus funds of the District in any of the types of investments permitted under Section 53601 and 53601.1 of the Government Code of the State of California as currently written, and as it may be amended in the future by the Legislature. The General Manager/Treasurer is expressly authorized to invest surplus funds of the District in the Local Agency Investment Fund of the California State Treasurer (Government Code Section 16429.1). All investments of surplus funds of the District shall comply with all of the limitations and requirements of Government Code Sections 53600 through 53609, inclusive and any other legal restrictions imposed by State or Federal law.

3. The General Manager/Treasurer shall establish written procedures for the operation of the investment program consistent with the Statement of Investment Policy which procedures shall include references to safekeeping; repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts as appropriate. The General Manager/Treasurer may delegate to District staff members authority to engage in specific investment transactions and shall institute such controls and restrictions as appropriate to ensure compliance with the Investment Policy. No person may engage in an investment transaction except as provided under the terms of the Investment Policy and the procedures established by the General Manager/Treasurer. The General Manager/Treasurer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, outside investment advisors and contracted managers.
4. The General Manager/Treasurer shall make monthly reports of investment transactions made with District funds to the Board of Directors. In addition, the General Manager/Treasurer shall submit to each member of the Board of Directors, a quarterly investment report within thirty (30) days following the end of the quarter covered by the report, which shall include the type of investment, issuer, date of maturity, par and dollar amount invested for all securities, investments and monies of the District, and shall additionally include a description of any of the District's funds, investments, or programs that are under the management of contracted parties, including lending programs and such other information as is required under Government Code Section 53646. With respect to all securities held by the District, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation. With respect to funds placed in the Local Agency Investment Fund, FDIC-Insured accounts and/or in a county investment pool, the foregoing information may be provided by including a copy of the latest statement from such institutions. The quarterly report shall include a statement that the portfolio is in compliance with this statement of Investment Policy, or shall identify in what respect it is not in compliance. The quarterly report shall include a statement that the District will be able to meet its



anticipated operating expenses and expenditure obligations for the following six months or provide an explanation as to why sufficient money shall or may not be available. The General Manager/Treasurer shall maintain a complete and up-to-date record of all investment transactions. The General Manager/Treasurer shall also report any additional information or data that may be requested by the Board of Directors.

5. The investment authority delegated to the General Manager/Treasurer herein shall continue for one year or until earlier revoked by the Board of Directors.

**PASSED, APPROVED, AND ADOPTED** at the regular meeting of the Board of Directors held December 19, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

**SZU PEI LU-YANG**  
President

ATTEST:

---

**TOM COLEMAN**  
General Manager

I certify that the forgoing Resolution is a true and correct copy of the Resolution of the Board of Directors of the Rowland Water District adopted on December 19, 2023.

---

**TOM COLEMAN**  
Board Secretary



## ROWLAND WATER DISTRICT

# Board of Directors Organizational Chart 2024





**RESOLUTION NO. 12.1-2023**  
***Supersedes Resolution No. 12.3-2022***

**ROWLAND WATER DISTRICT**

**RESOLUTION OF THE BOARD OF DIRECTORS  
APPOINTING REPRESENTATIVES TO THE  
PUENTE BASIN WATER AGENCY**

**WHEREAS**, the Rowland Water District entered into an Amended Restated and Renewed Joint Powers Agreement creating the PUENTE BASIN WATER AGENCY, dated October 28, 2009, with Walnut Valley Water District, (the PBWA Agreement); and,

**WHEREAS**, the PBWA Agreement provides that the PUENTE BASIN WATER AGENCY shall be governed by a Commission consisting of four commissioners, and that the governing body of each of the members shall annually appoint two representatives to the Commission and one alternate to serve in the absence of either of the appointed representatives; and,

**WHEREAS**, the PBWA Agreement further provides that at least one of the appointed representatives of each member shall be a Director on the governing board of the appointing member; and,

**WHEREAS**, each Commissioner must file with the PUENTE BASIN WATER AGENCY a certified copy of the resolution of the member appointing him or her,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rowland Water District:

1. That ANTHONY J. LIMA, who is a member of the Board of Directors of the Rowland Water District, shall be appointed as a representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY.
2. That ROBERT W. LEWIS, who is a member of the Board of Directors of the Rowland Water District shall be appointed as a representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY.
3. That TOM COLEMAN, General Manager of Rowland Water District, shall be appointed as an alternate representative of the Rowland Water District to serve on the Commission of the PUENTE BASIN WATER AGENCY in the absence of either of the appointed representatives.

4. That each of the representatives and alternate appointed herein shall serve for a term of one year unless removed and replaced at the pleasure of the Board of Directors, or unless such representative or alternate resigns or becomes incapacitated.

5. That a certified copy of this Resolution be provided to the PUENTE BASIN WATER AGENCY.

**PASSED, APPROVED, AND ADOPTED** at the regular meeting of the Board of Directors held December 19, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

**SZU PEI LU-YANG**  
President

ATTEST:

---

**TOM COLEMAN**  
General Manager

I certify that the forgoing Resolution is a true and correct copy of the Resolution of the Board of Directors of the Rowland Water District adopted on December 19, 2023.

---

**TOM COLEMAN**  
Board Secretary



Rowland Water District  
**COMMITTEE & ORGANIZATION ASSIGNMENTS**  
Board of Directors

*Last Updated: May 2, 2023*

Committee	Current Assignments	Notes
Association of California Water Agencies	Director Bellah Director Lewis	
ACWA/Joint Powers Insurance Authority	Director Lu-Yang Director Hsu (Alternate)	
ACWA Region 8	Director Lewis	
Local Agency Formation Commission (LAFCO)	Director Lewis	
Los Angeles County Sheriff's Department Advisory Council	Director Lu-Yang	
PWR Joint Water Line Commission	Director Lima Director Bellah	
Puente Basin Water Agency	Director Lewis Director Lima Tom Coleman (Alternate)	
Rowland Heights Community Coordinating Council	Director Bellah Director Lu-Yang	
RWD Project Ad-Hoc Committee	Director Lima Director Lu-Yang	
San Gabriel Valley Regional Chamber of Commerce-Government Affairs Committee	Director Bellah Director Lewis (Alternate)	
Three Valleys Municipal Water District	Director Lima Director Bellah	



# ROWLAND WATER DISTRICT

3021 Fullerton Road, Rowland Heights, CA 91748

(562) 697-1726

Office Hours - 7:15 a.m.- 4:30 p.m. (Mon.-Thurs.)

Fridays - 7:15 a.m.-3:30 p.m. (Closed On Alternating Fridays)

**Pay your bill via [www.rwd.org/payment-options/](http://www.rwd.org/payment-options/) or (866) 297-0761**

## 2024

*Holiday and office closure dates may also be found at [www.RWD.org](http://www.RWD.org) under the "Calendar" section*

### January 2024

Su	Mo	Tue	W	Th	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### February 2024

Su	M	Tu	W	Th	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

### March 2024

Su	M	Tu	W	Th	Fr	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### April 2024

Su	M	Tu	W	Th	Fr	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### May 2024

Su	M	Tu	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### June 2024

Su	M	Tu	W	T	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### July 2024

Su	M	Tu	W	Thu	Fr	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### August 2024

Su	M	Tu	We	Th	Fr	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### September 2024

Su	M	Tue	W	Th	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### October 2024

Su	M	Tu	W	Th	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### November 2024

Su	M	Tu	W	Th	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### December 2024

Su	M	Tue	W	Th	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Holiday  9/80 Office Closed

### January 2025

Su	M	Tue	W	Th	Fri	Sat
			1	2	3	4

## Observed Holidays

New Year's Day Observed	Monday, January 1, 2024	Labor Day	Monday, September 2, 2024
Martin Luther King Day	Monday, January 15, 2024	Veterans' Day Observed	Monday, November 11, 2024
Presidents' Day	Monday, February 19, 2024	Thanksgiving	November 28 & 29, 2024
Good Friday	Friday, March 29, 2024	Holiday Closure	December 23-26 & 30-31, 2024
Memorial Day	Monday, May 27, 2024	New Year's Day	Wednesday, January 1, 2025
Juneteenth	Wednesday, June 19, 2024		
Independence Day	Thursday, July 4, 2024		



**Local Agency Formation for the County of Los Angeles  
Voting Member representing Independent Special Districts  
Four-year term beginning on May 6, 2024 and ending on May 1, 2028**

**Appointment Schedule**

<b>Monday, January 8, 2024:</b>	<b>Appointment Process Commences</b> Open nomination Period Mail Nomination Memorandum
<b>Thursday, February 29, 2024:</b>	<b>Close Nomination Period</b> Nominations due by 5:00 p.m.
<b>Monday, March 4, 2024:</b>	<b>Open Voting Period</b> Mail ballots
<b>Friday, April 26, 2024:</b>	<b>Close Voting Period</b> Ballots due by 5:00p.m.
<b>Monday, April 29, 2024:</b>	<b>Tally and Verify Votes Received</b> Notify Candidates
<b>Tuesday, April 30, 2024</b>	<b>Appointment Process Concludes</b> Mail Results Memorandum Post Results to LAFCO Website

**Notes:**

- 1. Responsibility for submitting nominations and votes by the dates/times specified herein lies with independent special district representatives. To be considered valid, nominations and votes must be received by the dates/times specified herein. Nominations and votes may be submitted via U.S. Mail, overnight delivery (UPS, DHL, FedEx, UPS etc.), courier/messenger service, or hand-delivered to:*

*William Kruse, Partner  
Lagerlof LLP  
155 North Lake Avenue, 11th floor  
Pasadena, CA 91101*

Notes (continued):

2. *Pursuant to Government Code § 56332, and for an election to be valid, LAFCO must receive votes from a majority (26) of eligible independent special districts (51) by the close of the voting period. If a quorum is not received, the voting period will be extended for a minimum of 60 days.*
3. *Pursuant to Government Code § 56334, incumbents remain in office for four years and until the appointment of a successor.*
4. *Pursuant to Government Code § 5633(c), to be eligible, a nominee must be an elected official or appointed to your board for a fixed term, but shall not be a member of the legislative body of a city or county.*