

**San Gabriel County Water District
Regular Meeting of the Board of Directors
8366 Grand Ave.
Rosemead, CA 91770**

January 27, 2015

4:00 P.M.

AGENDA

Call to Order

1. Pledge of Allegiance

- 2. Roll Call**
- | | |
|---------------------------|-------|
| Director Cammarano | _____ |
| Director Taylor | _____ |
| Director Cici | _____ |
| Director Chan | _____ |
| Director DeLaTorre | _____ |

3. Public Comment on Agenda and Non-Agenda Items

Anyone wishing to discuss items on and not on the agenda may do so at this time

4. Additions, Re-order and Adoption of the Agenda:

Motion:
Second:
Action:

**5. Minutes of a Regular Meeting of the Board of Directors held January 13, 2015
Minutes of a Special Meeting of the Board of Directors held January 15, 2015**

Motion:
Second:
Action:

6. List of Demands on General Fund

- a. Revolving/Payroll Account Reimburse Reimbursement
Raftelis Financial Consultants Payment**

Motion:
Second:
Action:

7. District Counsel:

Regular Meeting of the Board of Directors

January 27, 2015

Page -2-

8. Action Items:

- a. Authorize staff participation at the City of San Gabriel Lunar New Year Event, Sunday, February 15, 2015 from 10:00am to 6:00pm**

Motion:

Second:

Action:

- b. Professional Services Agreement – Renewal
Civiltec Engineering Inc.**

Motion

Second:

Action:

9. Miscellaneous Information Items

- a. Recap Community Meeting held on January 15, 2015**

10. General Managers Comments

11. Future Agenda Items

12. Director Comments

13. Public Comments on Closed Session

14. Adjourn to Closed Session

Motion:

Second:

Action:

15. Reconvene to Open Session

16. Adjournment

Motion:

Second:

Action:

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 8366 Grand Ave., Rosemead, CA 91770.

If you have special needs because of a disability which make it difficult for you to access or participate in the meeting, please contact the District Finance & Administration Manager, (626) 287-0341, by at least noon on the Monday preceding the meeting. The District will attempt to make arrangements to accommodate your attendance.

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF
SAN GABRIEL COUNTY WATER DISTRICT
HELD ON JANUARY 13, 2015**

- CALL TO ORDER** A regular meeting of the Board of Directors of the San Gabriel County Water District was held on Tuesday, January 13, 2015, at 8366 Grand Avenue, Rosemead, California at the hour of 4:00 p.m.
- ROLL CALL** President Cammarano; Directors Chan, DeLaTorre and Taylor; General Manager Carrera; Assistant General Manager Prior; Finance and Administration Manager Corona; and District Counsel Keith Lemieux were present. Director Cici was excused from the meeting.
- AGENDA** Upon motion by Director Taylor, and seconded by Director Chan, the Board voted unanimously to adopt the agenda for this regular meeting of the board of directors held on January 13, 2015.
- MINUTES** Upon motion by Director Taylor and seconded by Director DeLaTorre, the Board voted unanimously to approve the minutes of the special meetings of the board of directors held on December 9, 2014 and January 6, 2015.
- DEMANDS** Upon motion by Director Taylor and seconded by Director DeLaTorre, the Board voted unanimously to approve the payment of checks numbered 17241 through 17292 in the amount of \$656,311.76.
- EXPENSES** Upon motion by Director Taylor and seconded by Director Chan, the Board voted unanimously to approve the expense reports of the General Manager and Directors.
- PUBLIC COMMENT** None.
- DISTRICT COUNSEL** None.
- ACTION** Upon motion by Director Taylor to purchase new District lapel pins, seconded by Director Cammarano, Director DeLaTorre and Director Chan voted no, and Director Taylor and Cammarano voted yes.
- Upon motion by Director Taylor and seconded by Director DeLaTorre, the Board voted unanimously to authorize the General Manager to solicit proposals to set up a trust to prefund the District's OBEP obligation.
- INFORMATION** The December 2014 Banking and Investment Report was received and filed.
- The General Manager reported on the water well levels, 2015 Conferences, ACWA Region 8 Call for Candidates, and the ACWA/JPIA Executive Committee Election Notice.

**GENERAL
MANAGER
COMMENTS**

None.

**FUTURE
AGENDA
ITEMS**

None.

**DIRECTOR
COMMENTS**

Director DeLaTorre commented regarding printer costs. Director Cammarano reported regarding appearance at city council meeting.

ADJOURNMENT

Upon motion by Director Taylor and seconded by Director Chan, the Board voted unanimously to adjourn the meeting.

President

Secretary

[SEAL]

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
SAN GABRIEL COUNTY WATER DISTRICT
HELD ON JANUARY 15, 2015**

CALL TO ORDER A special meeting of the Board of Directors of the San Gabriel County Water District was held on Thursday, January 15, 2015, at 324 S. Mission Drive, San Gabriel, CA 91778 at the hour of 6:00 p.m.

ROLL CALL Directors Cammarano, Taylor, Chan, and DeLaTorre; General Manager Carrera, Assistant General Manager Prior and Finance and Administration Manager Corona were present. Director Cici was absent (excused).

INFORMATION A community meeting was held to present the proposed adjustments in water rates and charges. Sanjay Gaur, Senior Manager of Raftelis Financial Consultants, Inc. provided a PowerPoint presentation on the proposed adjustments in rates and charges and Tony Zampello, Executive officer of Main San Gabriel Basin Watermaster Provided an overview of the water conditions in the San Gabriel Valley.

ADJOURNMENT A motion was made by Director DeLaTorre and seconded by Director Taylor to adjourn the meeting.

President

Secretary

[SEAL]

San Gabriel County Water District
Invoice Register (By Invoice Number)

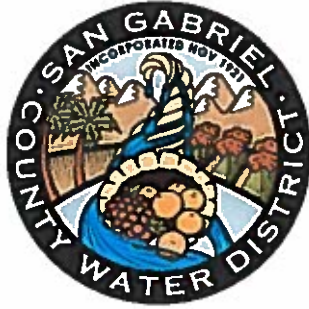
Invoice Number / Line Description	Vendor Name / Expense Account	Invoice Date	Posting Date	Terms Code	Purchase Order / Job	Amount
01/06/15BOARD.PR	12031 REVOLVING REIMBURSEMENT 13200 - CITIZENS BANK - REVOLVING ACI	01/06/15	01/06/15			\$430.60
					INVOICE 01/06/15BOARD.PR TOTAL:	\$430.60
01/14/15PR.&.BOARD	12031 REVOLVING REIMBURSEMENT 13200 - CITIZENS BANK - REVOLVING ACI	01/14/15	01/14/15			\$45,251.98
					INVOICE 01/14/15PR.&.BOARD TOTAL:	\$45,251.98
01/15/15BOARD.PR	12031 REVOLVING REIMBURSEMENT 13200 - CITIZENS BANK - REVOLVING ACI	01/15/15	01/15/15			\$430.60
					INVOICE 01/15/15BOARD.PR TOTAL:	\$430.60
					REPORT TOTAL:	\$46,113.18

San Gabriel County Water District
AP Check Register (Current by Bank)

Check Date: 1/27/2015

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: 13100B - GENERAL ACCOUNT					13100
17293	01/27/15	P	13564	RAFTELIS FINANCIAL CONSULTANTS	\$1,377.50
BANK 13100B REGISTER TOTAL:					\$1,377.50
GRAND TOTAL :					\$1,377.50

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date) ; "A" - Application; "E" - EFT
** Denotes broken check sequence.



January 27, 2015

To: The Board of Directors

From: Barbara Carrera

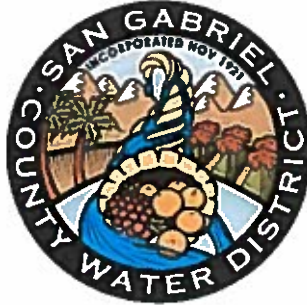
Subject: District participation in the City of San Gabriel Lunar New Year Festival

The City of San Gabriel will hold its first annual Lunar New Year's Festival on Sunday, February 15, 2015, from 10:00am to 6:00pm. The city is inviting food vendors, local businesses and community organizations to join in the celebration. It will be held in the city's historic Mission District.

If it is the desire of the Board for the District to participate in this event, I will ask District employees availability to work a four hour shift either from 10:00am to 2:00pm or 2:00pm to 6:00pm. Wages would be paid at a one and half times their regular wage which is the overtime rate. The estimated cost to staff two employees for each shift (total of four employees) would \$550.00. There is no cost to register for the event.


RECOMMENDATION

The Board of Directors direct staff as it relates to the City of San Gabriel Lunar Festival New Year Festival.



January 27, 201

To: The Board of Directors

From: Barbara Carrera 

Subject: Professional Services Agreement – Renewal
Civiltec Engineering Inc.

Over the past several years, the District has entered into a Professional Service Agreement with Civiltec Engineering, Inc. primarily for professional engineering services in conjunction with District projects and the Alameda Corridor East project. The 2014 Agreement expired on December 31, 2014.

Civiltec Engineering Inc. has submitted a renewal agreement with moderate increases in some hourly rates.

RECOMMENDATION

The Board of Directors authorize the General Manager to renew the Professional Services Agreement with Civiltec Engineering, Inc. for as-needed professional engineering services.

Attached:

Professional Service Agreement



General Civil, Municipal, Water and Wastewater Engineering, Planning,
Construction Management and Surveying
Monrovia Prescott Phoenix

AGREEMENT

THIS AGREEMENT, made in Los Angeles County, California, this 1st day of January, 2015, by and between the **SAN GABRIEL COUNTY WATER DISTRICT**, 8366 Grand Avenue, Rosemead, California 91770, hereinafter called the District, and **Civiltec engineering inc.**, 118 W. Lime Avenue, Monrovia, California 91016, a corporation duly organized and existing under, and by virtue of, the laws of the State of California, hereinafter called the Engineer.

WITNESSETH

For the promises and considerations, and upon the terms and conditions hereinafter contained, the District and the Engineer hereby agree as follows:

The District hereby engages the Engineer to render his professional services, and upon the terms and conditions hereof, the Engineer agrees to render and perform such professional services as described under Article I hereof, for and upon such projects and services as the Board of Directors may, from time to time, designate and the Engineer accepts.

ARTICLE I

FEE FOR SERVICES

- A. The District agrees to pay the Engineer, at his office, for the performance of professional services performed hereunder, as follows:
1. For personnel cost incurred in the preparation of plans, specifications, and estimates; consulting and attendance at meetings and conferences; assistance in taking bids; preparation of reports; the amount to be paid to the Engineer on an hourly rate basis, by the District, shall be per the attached 2015 Rate Schedule.
 2. For field surveys provided, the amount to be paid to the Engineer on an hourly rate basis, by the District, shall be per the attached 2015 Rate Schedule.
 3. For other expenses incurred in the furnishing of such services shall be the actual cost plus fifteen percent (15%).



- B. The District hereby agrees to pay to the Engineer, monthly payments in the amount earned during the previous month. The District hereby agrees to pay all sums becoming lawfully due to the Engineer hereunder, within thirty (30) days after the receipt of the Engineer's invoice to the District therefore, and it is mutually agreed and acknowledged that time is of the essence of this provision.

ORIGINAL WORKING DRAWINGS

The Engineer hereby agrees to deliver to the District upon request, the original working drawings and specifications, which drawings and specifications shall become records of the District and shall be used exclusively for the specific project.

ARTICLE II

DEFINITION OF DISTRICT ENGINEER'S COST

The District and the Engineer hereby agree that the personnel cost for performing the professional services required shall consist of all charges directly attributable thereto. The personnel cost for time spent by the designated District Engineer, on the work, shall not exceed the rate per hour in the attached rate schedule. The Engineer agrees to keep accurate books and records of all said costs. The Engineer's account with the District shall be open to inspection by the District at all reasonable times, and until the expiration of two (2) years after the completion or abandonment of the project.

ARTICLE III

EXTENT OF WITHIN AGREEMENT AND NOTICES

The within agreement constitutes the whole of the Agreement between the parties hereto and neither thereof has been induced to make or enter into the within agreement by reason of any promise, agreement, representation, statement, or warranty other than as contained herein. The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid, by either party hereto addressed to the other at the respective addresses herein shown, shall constitute due service thereof. The construction and interpretation of this agreement shall be under and in accordance with the laws of the State of California.

SUCCESSORS AND ASSIGNS

The within agreement shall be binding upon the District and the Engineer, respectively, and their respective successors, executors, administrators, and assigns. Neither the District nor the Engineer may assign, sublet, or transfer their respective rights or interests hereunder, without written consent of the other, except, however, that all accounts and monies earned and accrued to the Engineer hereunder may be assigned by him.



TERMINATION

This agreement shall terminate on December 31, 2015 unless renewed in writing by mutual agreement of the parties thereto. Any projects, which are authorized and accepted prior to the date of termination, shall be completed under the terms of this agreement unless the project is ordered terminated or abandoned. Either the District or Engineer may completely terminate this Agreement with written notice to the representatives named herein. The District reserves the right to immediately stop on going projects as necessary to meet District objectives.

ARTICLE IV

PREVAILING WAGE

With respect to services performed by Engineer on public works, District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each classification of worker needed to perform the contract from the Director of the Department of Industrial Relations which are on file at the District offices and shall be made available to any interested party upon request. Engineer and any subcontractor under Engineer, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of this Agreement and shall comply with Labor Code Sections 1771 and 1776 subject to the penalties provided therein.

ARTICLE V

INDEMNIFICATION

Engineer shall indemnify and hold District harmless from all damages, injuries, liabilities, and other obligations arising out of the negligent acts, errors, or omissions of the Engineer in the performance of services by Engineer under this Agreement.

Engineer shall obtain and maintain in force insurance policies for general liability, automobile liability and professional liability with limits not less than one million dollars (\$1,000,000) aggregate. Said insurance policies shall be maintained in force at all times during the term of this Agreement. The policies shall name District as an additional insured, with the exception of the professional liability policy.

ARTICLE VI

JOBSITE SAFETY


District agrees to include in its contract with all contractors that the contractor acknowledges responsibility for jobsite safety and acknowledges that the Engineer will not have any such



responsibility. Further, District agrees to include language in its contract with any contractor, which provides to the fullest extent permitted by law, that the contractor shall indemnify, defend, and hold harmless District, Engineer, their present companies, subsidiaries, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and claim costs, arising out of or resulting from performance of work by the contractor, its subcontractors, or their agents and employees, which results in damage to persons or property including wrongful death regardless of whether or not such claim, damage, loss, or expense is caused in whole or in part by the negligence, active or passive, of District, Engineer, their parent and subsidiary companies, as well as their agents and employees, excepting only the sole negligence of District, Engineer, their parent or subsidiary companies and their agents and employees.

IN WITNESS WHEREOF, THIS AGREEMENT, has been executed at the place and upon the date first hereinabove written.

CIVILTEC ENGINEERING, INC.

By 

W. David Byrum, P.E.
President

SAN GABRIEL COUNTY WATER DISTRICT

By _____
Barbara Carrera
General Manager/Secretary



2015 RATE SCHEDULE

EFFECTIVE UNTIL DECEMBER 31, 2015

Principal Engineer.....	\$210.00
Principal Engineer - Expert Witness Testimony.....	\$325.00
Senior Engineer.....	\$195.00
Project Manager.....	\$175.00
Project Engineer.....	\$160.00
Senior Designer.....	\$155.00
Staff Engineer.....	\$140.00
Designer.....	\$120.00
Designer/Drafter.....	\$105.00
Planning Technician.....	\$100.00
Senior Resident Engineer/Observer.....	\$110.00
Resident Engineer/Observer.....	\$100.00
Drafter.....	\$90.00
Senior Administrative Assistant.....	\$75.00
Administrative Assistant/Clerical.....	\$70.00
One Man Survey Party.....	\$175.00
Two Man Survey Party.....	\$225.00
Survey Manager.....	\$150.00
Staff Land Surveyor.....	\$120.00
Survey Technician.....	\$100.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.575/mile

NOTE: All rates are effective until December 31, 2015. Any increases in rates after that date will be limited to 5% maximum.