AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “For Information” or “For Discussion” may also be the subject of an “action” taken by the Board or a Committee at the same meeting.

I. DETERMINATION OF A QUORUM

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

IV. ADDITIONAL ITEMS TO AGENDA

Determine the need to add items to the agenda. In order for the Board to add an item to the agenda it must make a determination that: (i). The item came to the attention of the Board after the posting of the agenda; (ii). That there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add the item in question to the agenda for consideration consistent with the provisions of the Brown Act.

V. ADMINISTRATIVE CODE REVISIONS

Recommendation: That the Board consider possible modification of the Administrative Code regarding procurement and approval of contracts for professional services under $25,000 annual cost.

VI. SENATE BILL 90 COMPLIANCE AND POSSIBLE CLAIM FOR REIMBURSEMENT BY WRD

Recommendation: That the Board provide direction concerning services for recoupment of State mandated expenses.

VII. LEGISLATIVE REPORT

Recommendation: For information.

VIII. GENERAL MANAGER’S REPORT

IX. DISTRICT COUNSEL REPORT

X. DIRECTORS’ REPORTS / COMMITTEE REPORTS
XI. WRD BOARD MEETING DATES
A. June 7, 2002 – 1:30 P.M. – Board of Directors Meeting
B. June 21, 2002 – 1:30 P.M. – Board of Directors Meeting
C. July 5, 2002 – 1:30 P.M. – Board of Directors Meeting
D. July 19, 2002 - 1:30 P.M. - Board of Directors Meeting

XII. CLOSED SESSION
A. Existing litigation per Government Code §54956.9 (a)
   1. WRD vs Midland Park Water Trust; L.A.S.C. Case No. 01-CO-1417
   2. Central and West Basin Water Replenishment District vs Charles Adams; L.A.S.C. Case No. 786,656
   3. California Water Service vs City of Compton; Case No. 506806
   4. Ronald P. Flores vs Water Replenishment District of Southern California, et al.; case No. BC258274
B. Anticipated litigation per Government Code §54956.9 (b)(1): Two cases

XIII. ADJOURNMENT

Agenda posted by Tracey A. Burke, Acting Deputy Secretary, May 14, 2002.

In compliance with ADA requirements, this document can be made available in alternative formats upon request.
AGENDA ITEM NO. V

DATE: May 17, 2002

TO: BOARD OF DIRECTORS

FROM: BRUCE A. MOWRY, GENERAL MANAGER

SUBJECT: ADMINISTRATIVE CODE REVISIONS

A presentation will be given.

FISCAL IMPACT

Unknown.

RECOMMENDATION: That the Board consider possible modification of the Administrative Code regarding procurement and approval of contracts for professional services under $25,000 annual cost.
AGENDA ITEM NO. VI

DATE: MAY 17, 2002
TO: BOARD OF DIRECTORS
FROM: BRUCE A. MOWRY, GENERAL MANAGER
SUBJECT: SENATE BILL 90 COMPLIANCE AND POSSIBLE CLAIM FOR REIMBURSEMENT BY WRD

The District has received offers from two consultants regarding SB90/Mandated Cost Reimbursement (see attachments). These consultants assist California cities and special districts in preparation and submission of reimbursement claims for costs incurred for state mandated cost programs – for example, salaries and benefits paid to District employees for time spent on complying with the Open Meetings Act.

The two consultants are Centration, Inc., and Shields Consulting Group. Both charge a fee of 10% of claims prepared and submitted. Centration offers its services on a contingent basis. The District would not have to pay Centration until the State of California pays for the claim. Shields Consulting Group charges 50% upon submission of claims, and 50% upon receipt of claimed funds.

Both consultants state that the deadline for filing late claims is June 5, 2002.

RECOMMENDATION: That the Board provide direction concerning services for recoupement of State mandated expenses.
To: General Manager  
From: Andy Nichols  
Fax: (562) 921-6101  
Pages: 3 (includes cover sheet)  
Phone: (562) 921-5921  
Date: March 6, 2002  
Re: SB 90/Mandated Cost Reimbursement  
CC:  

I am with the consulting firm, Centration, Inc. We work with California special districts and cities of all sizes in an area known as SB 90/Mandated Cost reimbursement.

According to a report we obtained from the State Controller's Office, your district did not file for timely reimbursement (June 8, 2001) for the program, "Open Meetings Act." You still have a few months to file "late" claims.

We would anticipate Water Replenishment District, to file for a minimum of $33,600.

We could assist your district by doing the following:

• Gather all necessary paperwork
• Prepare all financial calculations
• Prepare and complete all State Controller's Office claim forms
• Answer questions (if any) from the State Controller's Office regarding your claims

Our fee is on a contingent basis, thus your district would not have to pay us until the State of California pays you for the claims we submit on your behalf.

Additionally, the fee you pay us is reimbursable from the State of California. Essentially making our SB 90 service free!

To learn more about our SB 90/Mandated Cost service, please contact either me, or Jocelyn McKeen at (800) 819-3010. Thank you!
# Water Replenishment District

## Open Meetings Act
Chapter 641, Statutes of 1986

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Minimum Claim Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1997-1998</td>
<td>$7,200</td>
</tr>
<tr>
<td>1998-1999</td>
<td>$7,337</td>
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<tr>
<td>1999-2000</td>
<td>$7,608</td>
</tr>
<tr>
<td>2000-2001</td>
<td>$7,882</td>
</tr>
</tbody>
</table>

**Total Reimbursement for Open Meetings Act** $30,027

*For additional information*

Please contact Andy Nichols or Jocelyn McKeen at (800) 818-3010

12150 Tributary Point Drive, Suite 140 Gold River, CA 95670 Tel: 916.351.1000 Fax: 916.351.1020 www.centration.com

Ontario • Sacramento
# SB 90 Reimbursement For Special Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Act II</th>
<th>2000-2001 Annual Claims</th>
<th>2001-2002 Estimated Claims</th>
<th>Total for All Claims</th>
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<tbody>
<tr>
<td>Bayshore Sanitary District</td>
<td>$ 9,122</td>
<td>$ 4,030</td>
<td>$ 6,933</td>
<td>$ 27,018</td>
</tr>
<tr>
<td> Joseph Gomez, Secretary Treasurer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td> 36 Industrial Way</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> Brisbane CA, 94005</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td> Ph.: (415) 467-1144</td>
<td></td>
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<td></td>
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<tr>
<td> Fax: (415) 366-1587</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Apple Valley Fire Protection District</td>
<td>$ 11,236</td>
<td>$ 7,488</td>
<td>$ 10,737</td>
<td>$ 29,481</td>
</tr>
<tr>
<td> Mark Reynolds, Finance Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> 22400 Headquarters Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> Apple Valley CA, 92307</td>
<td></td>
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<tr>
<td> Ph.: (760) 247-7018</td>
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<tr>
<td> Fax: (760) 247-3995</td>
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<tr>
<td>Bear Valley Community Service District</td>
<td>$ 21,514</td>
<td>$24,636</td>
<td>$18,797</td>
<td>$64,947</td>
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<tr>
<td> John Yeakley, General Manager</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td> 28900 S Lower Valley Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> Tehachapi CA, 93561</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td> Ph.: (661) 821-4428</td>
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<tr>
<td> Fax: (661) 821-0110</td>
<td></td>
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<tr>
<td>Moss Landing Harbor District</td>
<td>$ 5,673</td>
<td>$11,911</td>
<td>$ 7,310</td>
<td>$ 24,894</td>
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<tr>
<td> Linda Hornig, Esq., Interim General Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> 7881 Sandhold Road</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td> Moss Landing CA, 85039</td>
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</tr>
<tr>
<td> Ph.: (831) 633-5417</td>
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<tr>
<td> Fax: (831) 633-4537</td>
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</tr>
</tbody>
</table>

**For More Information, Please Contact:**

Andy Nichols, Jocelyn McKeen or Cindy Sconce at (800) 818-3010
May 8, 2002

Albert Robles  
Vice President  
Water Replenishment District of Southern California  
12621 E. 166th Street  
Cerritos, CA 90703

Dear Albert:

I would like to thank you for speaking with me regarding our company’s fully reimbursable services. We appreciate your interest in pursuing mandated cost revenue and look forward to working with the district in the future. I estimate the claims we could file for the district during the contract period will exceed $50,000-$75,000.

As discussed, I have included a proposal and contract. Should the district decide to enter into an agreement, due to the fast approaching Open Meetings Act late filing deadline of June 5, 2002, no later than May 17, 2002, please include with the signed contract copies of all agendas for board meetings and other open meetings that were posted 72 hours prior to the meetings, for the period January 1994 to present. After reviewing the agendas we will probably need to request salary and benefit information for those involved with the preparation of the agendas for the same claim years listed above.

If you have any questions please call me at (916) 454-7310 or e-mail steve@shieldscg.com. Thank you.

Sincerely,

Steve Shields  
President

Enclosures
Introduction

Clients of Shields Consulting Group, Inc. (SCG) receive the highest quality mandated cost SB (90) service around. Our number one service goal is to establish a relationship that suits the needs of the Agency, not ours.

After 8+ years of providing mandated cost consulting services to school districts, Steve Shields founded SCG to begin offering these services to local agencies. Steve has gained valuable experience over the years including, countless on site visits with clients, preparation of claims, final review of thousands of claims prior to submission to the State, representing clients during desk and field audits conducted by the State Controller's Office, providing input to the State Controller's Office during the development of claiming instructions, and providing input to the Commission on State Mandates during the test claim process.

Scope of Work

SCG proposes to provide the following services:

1) Prepare and submit all mandated cost claims that the Agency is eligible to file during the contract period.

2) Train Agency staff on the mandated cost reimbursement programs.

3) Work with Agency staff to identify all direct and indirect costs which are eligible for reimbursement through the mandated cost program.

4) Work with the Agency staff to ensure all claims are supported by proper Documentation.

5) Represent the Agency in mandated cost issues with the State Controller's Office and matters before the Commission on State Mandates.

Reimbursable Services

All costs incurred by the Agency that are necessary to prepare and submit mandated cost claims are reimbursable under the Mandate Reimbursement Process Claim. What this means to you is that the fees paid to SCG are reimbursable! Should the State Controller's Office not fully reimburse the Agency for our services, we will refund the difference.

Fee Information

The cost for the services provided by SCG is 10% of claims filed. This fee is payable as designated in the contract. For more information contact Steve Shields at 916-454-7310 or steve@shieldsg.com.
AGREEMENT FOR MANDATED COST CLAIMING SERVICES

This Agreement is made and entered into, by and between the Water Replenishment District of Southern California (hereinafter "Agency") and Shields Consulting Group, Inc., (hereinafter "Consultant").

Whereas, Agency has determined that mandated cost consulting services are desirable and;

Whereas, Consultant is an expert in the field of California's mandated cost program;

The parties hereby enter into this agreement for consulting services in consideration of and pursuant to the terms and conditions set forth herein.

Section 1 Services of Consultant

Consultant under this agreement will perform the following services, in consideration of the payment hereinafter set forth:

Prepare and file mandated cost claims for the following programs that the Agency is eligible to file during the contract period:

F. All other claims applicable to the Agency for which Claiming Instructions are issued during the contract period.

Train Agency staff on the mandated cost reimbursement programs,

Work with Agency staff to identify all direct and indirect costs that are eligible for reimbursement through the mandated cost claiming process,

Work with Agency staff to ensure all claims are supported by proper documentation,

Represent Agency in mandated cost claim issues with the State Controller's Office and before the Commission on State Mandates.

Section 2 Period of Service

The service period for this multi-year Agreement is May 17, 2002 through June 30, 2004. This Agreement will automatically expire as of June 30, 2004.
Section 3 Consultant Compensation

Agency agrees to pay Consultant a fee of 10% of claims prepared and submitted by Consultant to the State Controller’s Office on Agency’s behalf. This fee will be payable as follows: 50% payable upon submission of claims¹ to the State Controller’s Office and the remaining 50% payable upon receipt of funds from State Controller’s Office. Agency agrees to make payment to Consultant no later than 30 days after Agency receives Consultant invoice. Consultant will determine when travel to Agency is necessary, subject to mutually convenient dates and times. All travel and lodging expenses incurred by Consultant are included in the fee.

Section 4 Reimbursable Services

Consultant and Agency believe that the services under this Agreement are reimbursable under the Mandate Reimbursement Process Claim and are less than the actual costs that the Agency would necessarily incur if the services were to be performed by Agency staff. Agency and Consultant agree to work together, as necessary, to provide documentation required by the State Controller’s Office.

Consultant agrees to refund to Agency any amount of fees paid by Agency to Consultant that the State does not reimburse to the Agency as a reimbursable cost. Consultant will make the refund to Agency no later than 30 days after Consultant accepts the disallowance of the claim and decides not to pursue incorrect claim reduction appeals.

Section 5 Termination of Agreement

Either party may terminate this Agreement, effective upon 30 days’ prior written notice. Upon any termination of this Agreement, Consultant will bill Agency and Agency agrees to pay Consultant for the services actually performed by Consultant, on a time and material basis, plus travel and lodging costs. For purposes of determining costs of services actually performed, rates of $125/hr for management staff and $75/hr for associate level staff will be used. Agency agrees to make this payment to Consultant within 30 days after Agency receives Consultant invoice.

Section 6 Assistance of Agency

The Agency acknowledges that the services of Consultant within this Agreement are dependent upon the reasonable cooperation and assistance of Agency.

Section 7 Limitation of Consultant’s Liability

In no event shall Consultant liability to the Agency, for any reason arising out of this Agreement, exceed the amount of fees actually received by Consultant from the Agency. Consultant shall not be liable for any consequential damages. Consultant shall not be liable for any incidental or consequential damages suffered by or allegedly suffered by any third party.

¹ Submission of claims means the date when Agency claims are acknowledged as received by the State Controller’s Office.
Section 8 Ownership of Work Product

8.1 All Work Product shall be and remain the property of Consultant. Consultant shall be entitled to obtain and hold in its name all copyrights with respect of the Work Product. Work Product shall include the sum or any portion of all computer programs and any source code or object code, all other computer files and portions thereof, including without limitation all executable files, text files, HTML files, CGI scripts, images and graphics designed or provided by Consultant, and any other computer files designed to be viewed, linked together or downloaded. It shall also include all tangible products and documents, papers and compilations, or any copies or variations or derivatives of the same provided to the Agency pursuant to this Agreement. This shall also include but not be limited to any documents, manuals, policies or procedures, however assembled, gathered or maintained, that is retained by Agency following the termination of this Agreement.

a. Patent Rights. To the extent that the Work Product incorporates any methodology for which Consultant applies for a patent, Consultant may apply for that patent without the consent of Agency. Agency shall have no right, whatsoever, to any patent, proceeds or royalties generated by the same.

b. Consultant’s Trade Name and Trademarks. Notwithstanding anything else written in this Agreement, Agency shall have no rights in or license to the trade name or trademarks of Consultant.

c. License. Consultant hereby grants Agency a nonexclusive, revocable, worldwide, royalty-free right and license to the Work Product allowing Agency to use the Work Product. Agency understands and acknowledges that the Work Product and the services of Consultant are not “work for hire” as that term is used under the U.S. Copyright Act.

8.2 Reverse Engineering or Copying. Notwithstanding any of the ownership or licensing provisions set forth herein, Agency agrees that it shall not, under any circumstances, reverse, engineer, copy or decompile, or allow any third party to reverse engineer, copy or decompile, the Work Product or any component parts so as to circumvent any license or ownership provisions identified or granted herein. This prohibition, as well as those set forth in Sections 8.1(a)-(c), shall survive the termination of this Agreement.

Section 9 Confidentiality

9.1 Treatment of Confidential Information. Agency hereby agrees and acknowledges that, under the terms of this Agreement, it may receive or be exposed to certain information that the Consultant reasonably believes is confidential. Agency, as part of its consideration to Consultant, shall: (a) not use such Confidential Information except in accordance with Agreement; (b) not make any copies of such Confidential Information or any part thereof without the express written consent of the Consultant; (c) not disclose for any purpose any such Confidential Information or any part thereof to any person who is
not an employee of Agency, (d) limit dissemination of such Confidential Information to persons who are directly involved in the performance of services rendered for the Agency and who have the need to use such Confidential Information for the purposes of performing such services; and (e) return such Confidential Information and any copies thereof to the other party at the completion of the performance of all services or at such earlier date as the other party may request.

9.2 Definition of Confidential Information. Subject to the additional terms of this Section 9.2, Confidential Information shall mean all information, whether or not in written form, that is not generally known, about a party’s products and services, customers, marketing, financial and business condition, information gathering and processing techniques and methods, and all accumulated data, listings or similar matter, used or useful in the business of the party including, but not limited to, its information files, business forms, and object and source code. As to all other Confidential Information, (a) if communicated in writing it must be conspicuously marked “CONFIDENTIAL” at the time of disclosure to the other party and (b) if communicated orally, it should be identified as confidential at the time of disclosure and treated as such afterwards by the parties.

9.3 Exclusions from Confidential Information. Confidential Information shall not include information that the receiving party is able to demonstrate: (a) is, as of the time of its disclosure or thereafter becomes, part of the public domain through no fault of the receiving party; (b) was known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party other than as part of the Work Product, (d) is subsequently learned from a third party having a right to disclose it to the recipient, or (e) is required to be disclosed pursuant to court order or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

Section 10 Modifications

No modification or supplement to any provision of this Agreement shall be valid unless executed in writing by each party, through its duly appointed representative as designated in the party’s signature block below.

Section 11 Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California.

Section 12 Binding Arbitration

Any dispute or claim in law or equity arising out of this Agreement or any transaction resulting from this Agreement shall be decided by binding arbitration conducted in Sacramento, California, in accordance with the rules of the American Arbitration Association. No exemplary damages may be awarded. Judgment upon the award may be entered into any court having jurisdiction. Each party shall have the right to discovery under California Code of Civil Procedure section 1283.05. Arbitration shall not be mandatory, however, on actions to protect confidential/proprietary information.
Section 13  Severability

No provision of this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions of the Agreement shall remain in effect.

Section 14  Notices

All notices under this Agreement must be in writing. Notices shall be deemed effective upon actual receipt. However, a notice mailed by certified United States mail shall be deemed effective on the earlier of actual receipt or 3 days after mailing. Notices shall be directed to the parties at their respective addresses set forth below. A party may change the address by giving notice.

Section 15  Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. There are no other agreements, understandings, representations, or warranties, whether written or oral, between the parties other than those set forth in this Agreement.

Section 16  Interpretation

Both parties have had an opportunity to review this Agreement in its entirety and to consult with their respect counsel regarding the same. For purposes of interpretation, the parties agree that the Agreement will not be construed against one party in favor of the other but at all times shall be construed even handedly to obtain the consent of the parties with respect to the same.

Section 17  Counterparts; Facsimile Signatures

This Agreement may be executed in counterparts. A facsimile signature will be treated as having the same effect as original signature.
IN WITNESS WHEREOF, the parties have affixed their hands on the ____ day of ________, 2002.

Consultant: Shields Consulting Group, Inc.
Address: 1536 36th Street
Sacramento, CA 95816

Bus: 916-454-7310
Fax: 916-454-7312

Authorized Representative for Modifications:

By: _________________________
Its: President

Client: Water Replenishment District of Southern California
Address: 12621 E. 166th Street
Cerritos, CA 90703

Bus: 562-921-5521
Fax:

Authorized Representative for Modifications:

By: _________________________
Its: _________________________
Staff will provide a legislative update.

**FISCAL IMPACT**
None.

**RECOMMENDATION:** For information only.
<table>
<thead>
<tr>
<th>Bill No./Author</th>
<th>Title/Content/Comments</th>
<th>Status</th>
<th>WRD Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 954 Kelley</td>
<td>California Water Supply Reliability and Protection Bond Act of 2002. Enacts the California Water Supply Reliability and Protection Bond Fund Act of 2002 to finance a water protection and storage program by providing funds in an unspecified amount through the issuance of bonds. <strong>Comments:</strong> There are several programs currently investigating how to most effectively use groundwater storage to help solve California’s water problems. These include programs associated with the Colorado River 4.4 Plan, the Sacramento Valley Management Plan, and the Cal-Fed Bay-Delta Program. Some funding for developing groundwater resources is available through Cal-Fed and through Prop. 13, but there is currently no fund specifically earmarked for protection of groundwater supplies from contamination. This bill establishes such a fund. This bill requires a 2/3 vote. <strong>CMUA Position:</strong></td>
<td><strong>Status:</strong> Hearing postponed by Senate Agriculture &amp; Water Resources (05/08/02) <strong>Location:</strong> Senate Agriculture &amp; Water (02/07/02) <strong>Intr.:</strong> 02/23/01</td>
<td><strong>Support (04/19/02), letter of support faxed</strong></td>
</tr>
<tr>
<td>AB 1545 Florez</td>
<td><strong>Department of Water Resources: groundwater supplies.</strong> This bill requires DWR to study the feasibility of additional groundwater storage and reclamation projects in Southern California and increased efficient use of existing reservoirs in those counties. <strong>Comments:</strong> A great deal of emphasis has been placed in recent years on developing groundwater storage basins. In Southern California many basins that have been over-drafted in the past may be used to store water for meeting future shortages of surface supplies. The CALFED Record of Decision calls for the development of five hundred thousand to one million-acre feet of additional underground storage. The December 2000 Report of the Governor’s Drought Advisory Panel also identified increased groundwater storage as a critical element of dealing with future droughts. This bill requires DWR to investigate the feasibility of groundwater storage in Southern California, rather than having the counties proceed on a countywide basis <strong>ACWA Position:</strong> Watch</td>
<td><strong>Intr.:</strong> 02/23/01 <strong>Location:</strong> Held at Senate Desk</td>
<td><strong>Watch</strong></td>
</tr>
<tr>
<td>AB 1760 Campbell</td>
<td><strong>Orange County Water District.</strong> This bill extends the deadline for water retailers to file their basin equity assessment report with the Orange County Water District from September 30 to November 30 each year.</td>
<td><strong>Status:</strong> Passed Senate (05/08/02); Passed Assembly (04/04/02) <strong>Location:</strong> To enrollment (05/08/02) <strong>Intr.:</strong> 01/08/02</td>
<td><strong>Watch</strong></td>
</tr>
<tr>
<td>AB 1778 Nakano</td>
<td><strong>Public safety: water treatment plant and distribution system security.</strong> This bill would require criminal background checks for persons responsible for the supervision and operation of water treatment plants and water distribution systems. <strong>CMUA Position:</strong> Watch</td>
<td><strong>Status:</strong> Passed Assembly Appropriations (05/08/02) <strong>Location:</strong> Assembly Floor (04/04/02) <strong>Intr.:</strong> 01/10/02</td>
<td><strong>Watch</strong></td>
</tr>
<tr>
<td>AB 1925 Nakano</td>
<td><strong>California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002: Coastal Water Quality Monitoring System.</strong> Appropriates $30 million from Proposition 40 for the purpose of establishing a coastal water quality monitoring system. Specifically, this bill would appropriate $30 million to the California Ocean Trust for use by local public entities. <strong>CMUA Position:</strong> Watch</td>
<td><strong>Status:</strong> Amended and passed Environmental Safety &amp; Toxic Materials Committee (04/23/02) <strong>Location:</strong> Assembly Appropriations (05/07/02) <strong>Intr.:</strong> 02/12/02</td>
<td><strong>Watch</strong></td>
</tr>
<tr>
<td>Bill</td>
<td>Author</td>
<td>Description</td>
<td>ACWA Position</td>
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<td>AB 1972</td>
<td>Frommer</td>
<td><strong>Drinking water: reports regarding contaminants.</strong> This bill adds information that public water systems must include in their annual consumer confidence reports and triennial information reports regarding contaminants in drinking water supplies, and requires the Office of Environmental Health Hazard Assessment (OEHHA) to prepare a statement to be used by these public water systems with regard to this additional information. In particular, the bill requires the inclusion of any contaminant that exceeds its public health goal (PHG).</td>
<td>Oppose</td>
</tr>
<tr>
<td>AB 2017</td>
<td>Bates</td>
<td><strong>State Water Pollution Cleanup and Abatement Account.</strong> The Porter-Cologne Water Quality Control Act authorizes a California region water quality control board to impose a civil penalty where there is a violation relating to water quality. This bill would continuously appropriate 75% of those funds that are collected by a regional board to that particular regional board to carry out clean-up activities and 25% of those funds to the state board carry out clean-up activities.</td>
<td>Watch</td>
</tr>
<tr>
<td>AB 2071</td>
<td>Jackson</td>
<td><strong>Public Water Systems.</strong> Provides public water systems with the ability to recover costs incurred for investigation, remediation, filtration, or treatment of contaminated water for up to 3 years from the date a civil action is filed.</td>
<td>Support</td>
</tr>
<tr>
<td>AB 2365</td>
<td>Goldberg</td>
<td><strong>Water Recycling and Dual Plumbing Bond Act of 2002.</strong> Enacts the Water Recycling and Dual Plumbing Bond Act of 2002 by authorizing the issuance of bonds in amount of $575.9 million. If passed, the bond will be placed before the voters at the November 5, 2002 election.</td>
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<tr>
<td>AB 2376</td>
<td>Cogdill</td>
<td><strong>Water Sustainability and Reliability Bond Act of 2002.</strong> Finances a water storage program through the issuance and sale of bonds.</td>
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<tr>
<td>AB 2534</td>
<td>Pavley</td>
<td><strong>Watershed, Clean Beaches, and Water Quality Act.</strong> Enacts the Watershed, Clean Beaches, and Water Quality Act, which would provide for a program of loans and grants to public agencies and nonprofit organizations for projects designed to improve water quality at public beaches, improve water quality monitoring and sewer capability, protect water quality by reducing runoff pollution and controlling non-point source water pollution.</td>
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<tr>
<td>Bill Number</td>
<td>Sponsor</td>
<td>Bill Title</td>
<td>Description</td>
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<tr>
<td>AB 2606</td>
<td>Harman</td>
<td>Recycled Water</td>
<td>This bill changes the standard and process by which DHS approves proposed injection of recycled into an aquifer used as a source of water for domestic purposes. Specifically, the bill (1) allows recycled water to be injected into such an aquifer if DHS finds the recharge will not degrade, rather than impair, the quality of water in the aquifer; and (2) requires the DHS to consider a certain antidegradation policy adopted by the State Water Resources Control Board and the public health consequences of the controlled recharge.</td>
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<tr>
<td>AB 2644</td>
<td>Havice</td>
<td>Water Replenishment District of Southern California</td>
<td>Requires that the annual engineering survey and report produced by water replenishment districts also include areas contiguous to the district that affect the hydrology of the district or that impact the supply and quality of groundwater available to the district.</td>
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<tr>
<td>AB 2840</td>
<td>Wright</td>
<td>Water replenishment districts</td>
<td>Makes technical, nonsubstantive changes to the ability of a water replenishment district to perform certain actions for the purposes of replenishing the groundwater supplies within the district.</td>
</tr>
<tr>
<td>SB 3</td>
<td>Brulte</td>
<td>Campaign Expenditures</td>
<td>This bill would provide that a candidate, committee, or other organization may not expend campaign funds, directly or indirectly, to pay for a telephone call that is made by an individual or by electronic means and advocate support of, or opposition to, a candidate, ballot measure, or both, unless the telephone call announces at the end of the call that it has been paid for or furnished by the candidate, committee, or other organization.</td>
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<tr>
<td>SB 460</td>
<td>Scott</td>
<td>Public Health: Drinking Water</td>
<td>This bill requires the State Department of Health Services (DHS) in conjunction with the State Water Resources Control Board (WRCB) to investigate various technologies that remove chromium VI from drinking water. The measure also requires DHS to maintain monthly updated reports of detection of levels and other specific information of related to chromium VI on the Internet. Additionally, this bill would appropriate $15 million.</td>
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<tr>
<td>SB 469</td>
<td>Alpert</td>
<td>Water quality: total maximum daily loads</td>
<td>Requires the state board to prepare by January 1, 2004, guidelines to be used by the state board and the regional boards to develop lists of impaired bodies of water and to develop and implement actions related to total maximum daily load (TMDL) of water pollutants. Additionally, the bill would reduce, from 90 days to 60 days, the maximum review time spent on a water quality control plan resubmitted by a regional board to the water board due solely to the addition of a TMDL component in the plan.</td>
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<tr>
<td>Bill Number</td>
<td>Author</td>
<td>Title</td>
<td>Text</td>
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<td>SB 621</td>
<td>Costa</td>
<td>Water Transfers. This measure prohibits the state, or a regional or local public agency, from denying a bona fide transferor of water, the use of a water facility, that has unused capacity, for the time period for which that capacity is available, if compensation is paid in addition to other requirements being met. One important provision requires that the use of the water conveyance facility by the bona fide transferor does not affect the tax-exempt status of the facility owner. <strong>Comments:</strong> There is a general consensus in support of water transfers as outlined by SB 621. This bill is more narrow in scope than SB 1029 (Perata) that it does not address the issue of fair compensation and displaced sales in detailed manner. <strong>ACWA Position:</strong> Support if amended.</td>
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<tr>
<td>SB 1342</td>
<td>Morrow</td>
<td>Waste discharge requirements: municipal separate storm sewer systems. Requires the state board and the regional boards to prescribe and enforce waste discharge requirements for municipal separate storm sewer systems in conformance with the &quot;maximum extent practicable&quot; standard set forth in the Clean Water Act. <strong>CMUA Position:</strong> Watch</td>
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<tr>
<td>SB 1384</td>
<td>Costa</td>
<td>Water Omnibus Act of 2002. Authorizes DWR to provide grants from the Safe Drinking Water Fund to &quot;unspecifed entities,&quot; in addition to public agencies, for the purposes of financing domestic water system improvement projects to meet state and federal drinking water standards.</td>
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<tr>
<td>SB 1518</td>
<td>Torlakson</td>
<td>Recycled water. Allows sanitary districts to supply recycled water service without the consent of cities, water districts, or other local agencies. Additionally, it requires urban water supplier to include in its urban water management plan a description of the actual use of recycled water in comparison to previously projected uses and amount of reusable water discarded than recycled. <strong>CMUA Position:</strong> Watch</td>
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<tr>
<td>SB 1653</td>
<td>Costa</td>
<td>California Bay-Delta Act. This bill would create a governance structure for the CALFED Bay-Delta Program known as the California Bay-Delta Commission. The commission would be required to carry out programs, projects, and activities necessary to implement the Bay-Delta Program. <strong>CMUA Position:</strong> Support</td>
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<tr>
<td>SB 1672</td>
<td>Costa</td>
<td>Integrated Regional Water Management Planning Act of 2002. This bill states the legislature's intent to encourage local water agencies to work cooperatively to manage their water supplies for regional benefit. The bill also defines a regional water management group as any group of 3 or more local public agencies organized as a joint powers authority or by any other written agreement. These regional water manager groups are given the authority to adopt regional water management plans. <strong>Comments:</strong> This bill will facilitate other regions of the state in developing a regional approach to solving water issues. <strong>CMUA Position:</strong> Watch</td>
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| SB 1710    | Costa  | Bond Act of 2002. This water bond legislation is a follow-up to previously passed legislation authored by Senator Costa. A dollar amount has yet to be allocated in the legislation. Whether this bill passes the legislature depends upon the states economic situation. However, the bill's language includes but is not limited to the following relevant funding categories: Clean Water Program Account, State Revolving Fund Loan Program, Drinking Water Source Protection Program, Groundwater Monitoring Program, and Ocean and Brackish Water Desalination. **Comments:** WRD has since been informed that Senator Costa has decided to cancel further discussions to develop a water bond as the likelihood of the Governor signing such a bond this year is remote. **CMUA Position:**
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<th>Status</th>
<th>Staff Recommendation</th>
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<td>SB 1822</td>
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<td>Intr. 02/22/02 Location: Held at Assembly Desk (05/08/02) Status: Passed out of Senate (05/08/02)</td>
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<td>SB 1938</td>
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<td>SB 1960</td>
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<td>Intr. 02/22/02 Location:</td>
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<td>SB 1993</td>
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<td>Intr. 02/22/02 Location: Senate Appropriations (04/02/02) Status: Senate Appropriations suspense file (05/03/02)</td>
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