

CRESCENTA VALLEY WATER DISTRICT

**2700 Foothill Boulevard
La Crescenta, California**

**Agenda for the
Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on November 14, 2017 at 7:00 p.m.**

Posted: November 9, 2017 at 3:00 p.m.

Any written materials distributed to the Board in connection with this agenda will be made available at the same time for public inspection at the District office located at the above address.

Call to Order and Determination of Quorum

Pledge of Allegiance

Adoption of Agenda

Public Comments

At this time the public shall have an opportunity to comment on any non-agenda item relevant to the subject matter jurisdiction of the Board. This opportunity is non-transferable and speakers are limited to one three (3) minute comment.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of the Minutes of the Regular Meeting on October 17, 2017.
2. Ratification of Disbursements for October 2017.

Action Calendar

The public shall have an opportunity to comment on any action item as each item is considered by the Board prior to action being taken. This opportunity is non-transferable and speakers are limited to one two (2) minute comment.

1. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Alfred Aghajanian at 2839 Paraiso Way.
2. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Michelle Levander at 2763 Orange Ave.
3. **Well 10 Rehabilitation, Project E-987** – Consideration and motion to authorize the General Manager to award a contract to Best Drilling and Pump Company for well rehabilitation at Well 10 at a cost of \$59,850 and establish a contingency amount of \$5,985 (10% of contract) to cover the cost of unforeseen or additional work
4. **Cost Sharing Agreement for Allocation of costs for Watermaster and Watermaster's Legal Services for ULARA** – Consideration and motion to authorize the General Manager to enter into a three-year cost sharing agreement with the City of Glendale, the City of Burbank, the City of San Fernando, and the Los Angeles Department of Water and Power regarding the allocation of costs for Watermaster and Watermaster's Legal Services for the ULARA Groundwater Basins
5. **District Banking** – Discussion regarding the District's banking relationship with Wells Fargo Bank.

Information Items

Written Communications to District/Board of Directors

General Manager's Report

Attorney Report

Reports of Committees

- Engineering Committee
- Finance Committee
- Employee Relations Committee
- Policy Committee
- Community Relations/Water Conservation Committee
- Emergency Planning Committee

Director's Oral Reports

Report on issues, meetings, or activities attended by Directors.

Closed Session

- Public Employee Discipline/Dismissal/Release – (§54957)

Board Members' Request for Future Agenda Items

Adjournment

CRESCENTA VALLEY WATER DISTRICT REGULAR MEETING, BOARD OF DIRECTORS

October 17, 2017

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District, made at the Adjourned Regular Meeting of September 19, 2017, a Regular Meeting was held on October 17, 2017, at 7:00 p.m. at the District office at 2700 Foothill Blvd., La Crescenta, California, with President James D. Bodnar presiding.

At roll call, the following Directors and staff members were present:

Directors:	James D. Bodnar Michael L. Claessens Kerry D. Erickson Kenneth R. Putnam Judy L. Tejeda
Attorney:	Thomas S. Bunn
General Manager:	Thomas A. Love
Secretary-Treasurer:	Ron L. Mitchell
District Engineer:	David S. Gould
Others Present:	Mark Hass, IT Manager Wendy Holloway, Customer Accounts Supervisor James Lee, Accountant Kathy Ross, FMWD Director

PLEDGE OF ALLEGIANCE

President Bodnar opened the meeting by asking Director Claessens to lead the Board and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Tejeda, seconded by Director Erickson and carried by a 5-0 vote that the Agenda for the Regular Meeting of October 17, 2017 be adopted as presented.

PUBLIC COMMENT – None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – Kathy Ross reported they held a light meeting on October 16, 2017. She said that the overall conservation is at 12% and the Wet & Wonderful even at Descanso Gardens was very well attended. They had approximately 800 attendees and sold 108 rain barrels. She also said that MWD is supporting the California Water Fix.

CONSENT CALENDAR

It was moved by Director Claessens, seconded by Director Tejeda and carried by a 5-0 vote to approve the Minutes of the Adjourned Regular Board Meeting held on September 19, 2017.

It was moved by Director Tejeda and seconded by Director Claessens and carried by a 5-0 vote to authorize the General Manager to advertise for bids for Project E-987 for the rehabilitation of Well 10, including replacing the pump and motor assembly at an engineer's cost of \$63,900 and to find said project exempt from the provisions of CEQA.

It was moved by Director Tejeda, seconded by Director Claessens and carried by a 50- vote to ratify the disbursements for September 2017;

Payments of demands against the Crescenta Valley Water District on or before September 30, 2017 the same having been approved by the General Manager. Thomas A. Love, and heretofore paid, be ratified and approved subject to audit, in the aggregate sum of Eight Hundred Ninety Seven Thousand, Nine Hundred Sixty Eight dollars and eight cents (897,968.08), which is composed of the individual items set forth herein.

ACTION CALENDAR

8-inch Water Main Replacement on the 2700, 3000, & 3100 Blocks of Brookhill Ave.,

Project E-982 – Mr. Gould reported on October 4, 2017, a mandatory pre-bid meeting was held which six (6) contactors attended. On October 11, 2017 the District opened and read the bids and staff determined that Toro Enterprises, Inc. was the lowest responsible bidder for the project. On October 12, 2017 the Engineering staff received an email from GRFCO indicating that they were the apparent low bidder. Staff responded to GRFCO's bid which was rejected since they did not attend the mandatory pre-bid meeting. On October 27, 2017, GRFCO sent a Protect Award of Project letter to the District which requested that they be named lowest responsible bidder since the District did not give enough notice (a minimum of 5 calendar days) for the mandatory pre-bid meeting, and that Toro was not on the plan holders list. Mr. Gould said that the District did not meet the 5 day notice. It is staff's recommendation to reject all bids and re-advertise for bids, thereby allowing all contractors to be present at the mandatory pre-bid meeting.

Following discussion:

It was moved by Director Claessens, seconded by Director Tejeda and carried by a 5-0 vote to reject all bids and re-advertise at a later date.

Procurement of SCADA Equipment for Chloramination Station at Williams Reservoir,

Project E-733CS-4 – Mr. Gould reported with construction being complete, staff would like to move forward with incorporating all of the newly installed equipment into SCADA. Currently SCADA programming is provided by Tesco Controls, Inc. (Tesco). A RFQ was prepared and sent to Tesco on January 3, 2017. Tesco returned a quote on September 13, 2017, and includes programming the existing RTU to transmit water quality and flow data, update all SCADA alarms and graphics, and field service for any additional wiring or calibration for a total cost of \$30,920. The engineer's cost estimate for this portion of the project was \$50,000.

Following discussion:

It was moved by Director Claessens, seconded by Director Putnam and carried by a 5-0 vote authorize the General Manager to award a contract for the procurement of SCADA equipment and programming to Tesco Controls, Inc. at a cost of \$30,920.

Lower Pickens Canyon Pipeline Crossing Repair, Project E-957 – Mr. Gould reported that staff met with AMEC to prepare a scope of work and determine the limits of the slope restoration. The project will coincide with the fall/winter planting season. AMEC will provide the labor, material, and equipment to spread a native seed mixture with top soil over the existing turf reinforcement mat, install native plants at various locations, and will install a temporary irrigation system. CVWD will install a temporary water meter service for use during the project.

Following discussion:

It was moved by Director Putnam, seconded by Director Claessens and carried by a 5-0 vote to amend the existing professional service agreement with AMEC Foster Wheeler to provide slope and landscaping restoration services related to the Lower Pickens Canyon pipeline repair project at a total cost of \$18,000.

INFORMATION ITEMS – CV Weekly: MWD Approves California WaterFix.

WRITTEN COMMUNICATIONS TO DISTRICT – MEMO: William F. Kruse, Special Counsel - Los Angeles County Independent Special Districts nomination of candidate: LAFCO Representative and Alternate.

REPORTS OF PERSONNEL

GENERAL MANAGER – Mr. Love reported on staffing, GM Activities, Finance, Engineering and Operations. The water production for July, August, and September is about the same as last year. Two employees have work anniversaries in October. Jaysen Ortega – 4 years, Jim Halaszynski – 20 years. As of October 13th, the District has gone 1,221 days (3 years, 4 months) without a lost time accident.

ATTORNEY – Mr. Bunn reported that at a future meeting he will report on new legislation. He reported that Governor Brown signed a bill that will have one (1) agency for the entire Santa Clarita Valley effective on January 1, 2018. He reported on a Proposition 218 court case that Ramona Municipal Water District was sued because they are still billing a fixed rate per equivalent dwelling unit. State Supreme Court is taking the case on technical issues.

REPORTS OF COMMITTEES

Engineering Committee – Mr. Gould reported that the Committee met on October 12, 2017 at 9:00 a.m. and discussed status of Groundwater Wells and capacity, award of contract for Project E-982, award of contract for Project E-73CS-2, award of contract for E-957, advertise for bids for Well 10 Rehabilitation, Project E-987, and amendment No. 1 for Watermaster Legal Services with Downey Brand Attorney's, LLP.

Finance Committee – Director Tejeda reported that the Committee will meet on November 3, 2017 at 8:00 a.m.

Employee Relations Committee – Director Putnam reported that the Committee will meet on November 2, 2017 at 8:00 a.m.

Policy Committee – Director Bodnar reported that the Committee had not met; however a meeting will be scheduled as needed.

Community Relations/Water Conservation Committee – Director Erickson reported that the Committee had not met; however a meeting will be scheduled as needed.

Emergency Planning Committee – Director Bodnar reported that the Committee will meet on November 17, 2017 at 9:00 a.m.

Executive Committee – Director Bodnar reported that the Committee had met on September 28, 2017

DIRECTORS ORAL REPORTS

Director Bodnar reported he attended the CVTC meeting and saw positive feedback on the presentation given by Mr. Love and from CERT members on the cleanup at Well 16.

Director Claessens reported he attended the MWD Delta Inspection Tour and said that it was very interesting however; MWD is doing a horrible job communicating what they are trying to do with the California Water Fix.

Director Tejeda reported she attended that Descanso event, and the CV Chamber meeting, and said it very well attended. They are having their annual awards banquet at Oakmont Country Club and the La Crescenta Women's Club is getting an award.

Director Putnam reported that we should work on making us better prepared for emergencies.

Director Erickson reported that he attended the CVTC meeting and said that Mr. Love gave a great presentation on the water supply. He also attended the Descanso event.

ADJOURNMENT

There being no other business to come before the Board at 8:07 p.m., it was moved by Director Claessens, seconded by Director Tejeda and carried by a 5-0 vote that the meeting be adjourned to November 14, 2017 at 7:00 p.m.

APPROVED

James D. Bodnar
President

Ron L. Mitchell
Secretary-Treasurer

CASH DISBURSEMENTS LIST

OCTOBER 2017



<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
0	10/4	Los Angeles County Public Works	Excavation permit for E-982 pipeline replacement	1,659.60	
0	10/24	Southern California Edison Co.	Power purchased 8/1/17 to 10/11/17	68,060.82	12,147.24
36411	10/3	James Lee	Health Reimbursement - INS-101JL	2,366.40	1,577.60
36412	10/3	2454 Montrose, LLC	Flood meter refund	783.54	
36413	10/3	Regino Avalos	Trim brush at Oak Creek	1,450.00	
36414	10/3	AVAYA Financial Services	Land line lease 10/2017	380.70	126.90
36415	10/3	AW Direct, Inc	Corner guard for Unit #16	22.41	7.47
36416	10/3	California Paving & Grading Co., Inc	Flood meter refund	768.61	
36417	10/3	California Professional Engineering, Inc.	Repair traffic loops Foothill/Rosemont	4,000.00	
36418	10/3	Campbell's Automotive Service	Unit #36 r & r engine oil cooler & front brakes	4,735.41	1,578.47
36419	10/3	Cargill, Inc - Salt Division	24.63 tons of bulk solar salt	3,203.84	
36420	10/3	CCS Interactive, Inc.	Monthly website hosting 10/2017	78.75	26.25
36421	10/3	Cerdant, Inc.	Monthly network security services 10/2017	206.25	68.75
36422	10/3	Certified Laboratories	Case (48) Premalube grease	316.65	105.55
36423	10/3	Jindalre Chang	Refund Check	23.44	
36424	10/3	Choice Pest Control	Monthly service at Well 9 and Mills house	90.50	12.50
36425	10/3	City of Glendale	Water system fees	2,345.46	
36426	10/3	City of LA Bureau Sanitation	Sewerage facilities charge July 1 to Aug 31, 2017		26,408.25
36427	10/3	Colonial Life & Accidents Ins.	Employee paid insurance 09/2017	183.61	
36428	10/3	Contractor Compliance & Mont Inc.	Prevailing wage annual report 2017	415.00	75.00
36429	10/3	Core & Main	2 - Flooding meter and eddy valves	1,933.49	
36430	10/3	County Clerk of Los Angeles	CEQA Exemption for E-970	75.00	
36431	10/3	County Clerk of Los Angeles	CEQA Exemption for E-982	75.00	
36432	10/3	Crescenta Valley Weekly	Full display ad for Descanso event	825.00	
36433	10/3	Dell Financial Services	Lease contract 10/17/17 to 11/16/17	727.71	242.57
36434	10/3	Susanik Demirjian	Refund Check	3.64	
36435	10/3	E&M Electric & Machinery, Inc.	E-939 SCADA upgrade services	13,175.00	

<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
36436	10/3	Graybar Electric Co., Inc.	Smartslot remote card for Telemetry spares	521.31	416.22
36437	10/3	Harper & Associates Eng, Inc	Services for E-970 Oakcreek Reservoirs rehabilitation project	5,980.00	
36438	10/3	Vasken Keuchkerian	Refund Check	33.50	
36439	10/3	L.A. County Dept. Public Works	E-972 - excavation permit	3,355.57	
36440	10/3	Lance Allen Company, Inc	Cost for copies at office	828.34	828.33
36441	10/3	Legend Pump & Well Service, Inc.	E-983 Well 5 Pump & Motor assembly replacement	58,375.60	
36442	10/3	Lincoln Financial Group	Dental, Life, Disability group insurance 10/2017	3,288.69	2,222.09
36443	10/3	McCall's Meter Sales & Service	8" meter head assembly repair for booster 11B	3,320.50	
36444	10/3	McCall's Meter Sales & Service	8" meter head assembly repair for booster 25	2,263.74	
36445	10/3	Office Depot - Credit Plan	Misc supplies 09/2017	36.47	36.47
36446	10/3	Paper Cuts, Inc	Paper shredding for 09/2017	26.88	26.87
36447	10/3	Paveco Construction Inc	List 2017-18-03 - various paving locations	8,274.00	
36448	10/3	Reliable Road Service, Inc.	Check codes for unit #2 trouble codes	67.50	22.50
36449	10/3	Simpler Systems	Monthly maintenance 10/2017	375.00	125.00
36450	10/3	Spectrum Business	Data Communications 09/2017 Office	2,133.11	711.04
36451	10/3	Spectrum Business	Data Communications 09/2017 Glenwood	2,109.52	703.16
36452	10/3	St Water Resource Control Brd.	Grade T4 renewal for Kellen Boyce	105.00	
36453	10/3	The Gas Company	Gas purchased Mills house & Glenwood Plant	26.94	8.98
36454	10/3	Tri-Xecutex Corp	Security alarm monitoring Oct-Nov-Dec 2017	243.00	81.00
36455	10/3	Underground Service Alert/SC	Undergorund notifications for 09/2017	193.13	64.37
36456	10/3	Vision Service Plan Co-(CA)	Group Vision for 10/2017	289.17	192.78
36457	10/3	Vulcan Materials Company	Mixed bobtail	290.00	
36458	10/3	Waste Management - Sun Valley	Disposal service 10/2017 plant & office	781.70	260.56
36459	10/3	Western Water Works	Meter boxes & covers, adapter, nipple, drill holder, angle stops, & couplings	1,931.77	194.35
36460	10/3	Cory Whitman	Reimbusrment for safety boots	131.25	43.75
36461	10/17	Ramon & Arissa Abueg	Refund Check	500.00	
36462	10/17	ACWA Joint Powers Ins Authority	Group Health for November 2017	34,424.08	22,388.26
36463	10/17	ACWA/JPIA	Auto & General Liability Program 10/1/17 to 9/30/18	50,145.70	50,145.70
36464	10/17	ACWA/JPIA	Worker's Comp from 7/1/17 to 9/30/17	19,515.56	13,010.38
36465	10/17	ADS, LLC	Monthly sewer monitoring 09/2017		1,060.00
36466	10/17	Airgas USA, LLC	Monthly cylinder rental 09/2017	173.25	173.25
36467	10/17	All American Landscape Co.	Monthly maintenance 10/2017	217.50	72.50
36468	10/17	Ameripride Uniform Services, Inc	Uniform rental 09/2017	896.18	298.72

<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
36469	10/17	Anawalt Lumber & Materials Co.	Misc hardware 09/2017	18.73	6.24
36470	10/17	ARC	Plans & Specs for E-982 Main line replacement	957.30	
36471	10/17	Astra Industrial Services, Inc	Rubber kit for backflow repairs	132.20	
36472	10/17	AT&T	Voice communication 09/2017	176.97	58.99
36473	10/17	AT&T Mobility	Cell phone service 09/2017	1,114.10	371.36
36474	10/17	Regino Avalos	Cut down pine tree & dispose of debris at Eagle Canyon Reservoir	2,595.00	
36475	10/17	Belzona California Inc.	Grade 2 Belzona coating material	1,163.19	
36476	10/17	Bonnors Equipment Rentals	Propane rental 09/2017	20.08	6.69
36477	10/17	Kellen Boyce	Reimbursement for meals at Tri State Seminar	180.86	60.28
36478	10/17	Campbell's Automotive Service	Replace fuel filter and full service for Unit #27; Replace front brakes on Unit #38; Replace starter on Unit #9	1,116.88	372.29
36479	10/17	City of Glendale	Glendale utility tax -Aug/Sep 2017	4,147.46	
36480	10/17	City of Glendale Water & Power	Power purchased 10/2017	37,076.33	50.14
36481	10/17	County Sanitation District #2	Inert loads for 09/2017	64.06	
36482	10/17	Crescenta Valley Tow Service	Tow Unit #9 from Foothill/Briggs to 2735 Honolulu	174.75	58.25
36483	10/17	Dataprose LLC	Printing & postage for Controls 1-4 09/2017	1,427.09	1,427.09
36484	10/17	Do-it Center	Misc hardware 09/2017	241.14	103.73
36485	10/17	Dodge Data & Analytics	Green sheet advertising for E-982	346.48	
36486	10/17	Downey Brand Attorneys LLP	ULARA services through 08/31/17	647.50	
36487	10/17	Education & Training Services	Registration Mgmt Leadership training - Alex Sandoval	1,122.75	374.25
36488	10/17	EmbroidMe	New jackets for servicemen	1,063.55	354.52
36489	10/17	Eurofins Eaton Analytical Inc.	Water analysis	516.00	
36490	10/17	Eurofins Eaton Analytical Inc.	Water analysis	348.00	
36491	10/17	First Choice	Coffee service at plant & office	162.89	162.87
36492	10/17	Foothill Car Wash, Lube & Oil	Oil change for Units # 9 & #48 & new battery for Unit #9	200.08	66.70
36493	10/17	Foothill Municipal Water	Purchase water delivery 09/2017	324,156.96	
36494	10/17	Graybar Electric Co., Inc.	Wall mounted enclosure with handle padlocking doors	1,151.39	
36495	10/17	Great America Leasing Corp.	Kyocera copier lease	218.46	218.45
36496	10/17	Gsolutionz Professional Services	Land line support	275.54	91.84
36497	10/17	Hach Company	Well 11 ph probes	1,602.45	
36498	10/17	Hamilton Tool & Engineering	Roll cage clamps for mirrors	287.44	95.81
36499	10/17	Harrington Ind Plastics LLC	3" fittings/valves/actuators to repair chlorination station @ Glenwood	1,876.96	
36500	10/17	Home Depot Credit Services	Misc hardware 09/2017	393.97	393.96
36501	10/17	Hopkins Technical Products, Inc.	Submersible mixers for Ordunio and Eagle Canyon Reservoirs	19,176.42	

<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
36502	10/17	Ji Hee Kim	Refund Check		18.27
36503	10/17	LA Dept Water and Power	Power purchased 10/2017	48.66	
36504	10/17	Lagerlof, Senecal, Gosney & Kr	Legal services 09/2017	7,445.00	1,250.00
36505	10/17	Legend Pump & Well Service, Inc.	E-983 retension payment	3,072.40	
36506	10/17	Logan Supply Co. Inc	Black pipe tape	145.84	
36507	10/17	Mimecast North America, Inc.	Email security 10/2017	262.50	87.50
36508	10/17	David Munch	Refund Check	5.58	
36509	10/17	National Plant Services, Inc.	Disposal charge for salt removal at Nitrate plant	3,360.00	
36510	10/17	O'Reilly Auto Parts	Misc parts 09/2017	159.70	53.23
36511	10/17	Orchard Supply Hardware	Misc hardware 09/2017	379.22	148.55
36512	10/17	Paveco Construction Inc	Striping at 4809 Briggs & paving list #18-02	13,856.69	
36513	10/17	Plate Locks Roadway Safety Products	30' Plate lock kits	757.20	
36514	10/17	Ramco	Bobtail loads 09/2017	2,000.00	
36515	10/17	Ready Refresh by Nestle	Distilled water	39.91	
36516	10/17	Red Wing Shoe Store	Safety Boots - Kellen Boyce & Alex Sandoval	348.42	116.13
36517	10/17	Seton Identification Products	2' x 2' Safety Sign	194.54	
36518	10/17	Shell	Gas purchased 09/2017	2,055.19	685.06
36519	10/17	Star Brite Bldg. Maintenance Inc	Janitorial service 10/2017	618.75	206.25
36520	10/17	Sully-Miller Contracting Co.	Minimum load charge	866.15	
36521	10/17	Tesco Controls, Inc	12Vdc to 24Vdc converter for SCADA	273.13	
36522	10/17	Toro's Lawnmower & Garden	Service to Unit #3 - Power Vac	486.66	162.22
36523	10/17	Univar USA Inc	1,315 gallons of liquid bleach	4,782.88	
36524	10/17	Utility Services Associates, LLC	Cost for leak detection services	27,557.25	
36525	10/17	Vulcan Materials Company	275.3 tons crushed aggregate base	7,157.47	
36526	10/17	Water Well Redevelopers Inc	E-979 Revideo Well No.8	665.00	
36527	10/17	Water Wise Consulting, Inc	Water audit for 2376 Pickens Canyon	175.00	
36528	10/25	Aflac	Employee paid insurance for 10/2017	1,406.69	
36529	10/25	Astra Industrial Services, Inc	3/4" retainer plastic	10.95	
36530	10/25	Cargill, Inc - Salt Division	24.66 tons of bulk solar salt	3,206.04	
36531	10/25	County of Los Angeles	LAFCO charges for FY 2017/2018	4,403.41	
36532	10/25	EmbroidMe	CVWD shirts for David Gould	130.04	43.35
36533	10/25	Eurofins Eaton Analytical Inc.	Water analysis	220.00	
36534	10/25	Foothill Municipal Water	Reimburse FMWD for cost of event at Descanso	555.92	
36535	10/25	Grainger	Heavy duty kneeling pads	31.16	31.15

<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
36536	10/25	James T. Halaszynski	Longevity pay for 20 years of service	150.00	50.00
36537	10/25	Just Tires, Inc.	Wheel alignment for unit #51	63.71	21.24
36538	10/25	National Business Furniture	Chair for Bryan	147.06	147.05
36539	10/25	Neopost USA, Inc	Postage and new ink cartridge	445.45	445.44
36540	10/25	New Image Landscaping	Landscape maintenance 10/2017	902.50	177.50
36541	10/25	Rassac Air Systems	A/C - maintenance at Office, Mills house & Glenwood Plant	356.25	118.75
36542	10/25	Spectrum Business	Data communication Glenwood 10/2017	209.94	70.00
36543	10/25	Springbrook National User Group	Membership renewal	75.00	25.00
36544	10/25	St Water Resource Control Brd.	Renewal for Grade D2 David Rawlings	80.00	
36545	10/25	St Water Resource Control Brd.	Certification for Grade D3 Jake Whittaker	90.00	
36546	10/25	Staples Business Advantage	Misc supplies	145.91	145.91
36547	10/25	Sully-Miller Contracting Co.	8.04 tons cold mix	804.49	
36548	10/25	The Gas Company	Gas purchased at office - 10/2017	12.77	4.26
36549	10/25	Wells Fargo Card Services	Gould: Tri-State Seminar-hotel (Boyce & Halaszynski); Board meeting dinner	525.55	175.20
36550	10/25	Wells Fargo Card Services	Hass: Monthly recurring charges; software; computer hardware; tools & testing equipment; SCADA project lunch; security gates repairs	1,065.06	456.05
36551	10/25	Wells Fargo Card Services	Love: Travel expenses reimbursed by employee	764.62	
36552	10/25	Wells Fargo Card Services	Maxwell: Food for safety lunch at Plant; lunch with ACWA/JPIA Risk Manager; parts for truck, sewer valve	399.63	218.08
36553	10/25	Wells Fargo Card Services	Mitchell: CUEMA Summit -(hotel); repair ice maker & Plant; parking for Notary renewal course & exam	351.19	117.06
36554	10/25	Wells Fargo Card Services	Scott: Water Smart Innovations Conf. - (hotel, air, transportation, meals,parking); lunches with DHS inspector and operators	878.50	19.11
36555	10/25	Jacob Whittaker	Special license comp for D3 & reimbursement for exam	500.00	
36556	10/26	David Gould	Health Reimbursement - INS-123DG	264.80	176.53
Subtotals				\$ 807,822.55	\$ 144,905.18
Total Disbursements for October 2017				\$ 952,727.73	

<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
<u>Payroll Report for October 2017</u>					
			Directors	\$	630
			Office Regular Payroll	\$	126,767
			Office OT	\$	426
			Plant Regular Payroll	\$	115,876
			Plant OT & Standby	\$	6,151
			Employer Payroll Taxes	\$	17,195
			Payroll Service Charges	\$	389
			Total Payroll	\$	267,434

CRESCENTA VALLEY WATER DISTRICT BOARD OF DIRECTORS - STAFF REPORT

Action Item No.1
November 14, 2017

To: Honorable President and Members of the Board of Directors
From: Ron L. Mitchell – Secretary-Treasurer
Subject: Appeal of a High Water Bill

ACTION ITEM:

1. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Alfred Aghajanian at 2839 Paraiso Way.

BACKGROUND:

Alfred Aghajanian is the owner of the property located at 2839 Paraiso Way since 2014. Their average usage for the July-August billing period is in tier 3, with a high of 45 units. While reading the meter for the August 31, 2017 billing, staff discovered that he had a high usage of 203,000 gallons. On September 11, 2017 staff sent it back out for re-read and check for leaks, and the results showed that there were no leaks detected and the reading was correct. This property does not have a new iPerl meter so staff could not download usage information for the previous 30 days of consumption.

On September 24, 2017 Mr. Aghajanian brought in a leak letter, explaining that he and his wife replaced most of their existing landscape with hardscape or succulent landscaping. The job was finished at the end of spring, beginning of summer. The family left town for a two-week vacation and when they returned, they noticed some of the plants were dying from what seemed to be excessive watering. They contacted the landscape contractor; however the contractor was on vacation. A few days later they also noted that the wall where the new landscaping was installed was also wet. They contacted the installer of the drip systems and he came out to check and adjusted the time and number of days the plants were being watered. He did not notice the broken valve that was leaking. A week later they contacted to contractor again, however by then 4 to 6 weeks had passed from the installation completion date. The contractor came and repaired the broken valve. Staff sent out a service request to make verify the leak had been fixed. Staff then processed a leak adjustment in the amount of \$300.00, which is the maximum amount that staff can grant to their account. Mr. Aghajanian has sent another letter requesting an additional credit adjustment.

In similar situations, the Board has directed staff to recalculate the bill in question charging only tier 2 rates for all usage over the average consumption for that period. If staff uses that same methodology the average consumption for the August billing period for this account is 37 units. Total consumption was 203 units that means the extra 166 units would be billed at tier 2. Staff has prepared a “re-calculated billing” which shows the billing for the period would be \$1,603.30 instead of \$2,214.18 which was billed or a difference of \$610.88. Staff has already applied a \$300.00 adjustment to the account so the additional credit would be \$310.88 (\$610.88 - \$300.00) if the Board were to choose this solution.

RECOMMENDATION:

Staff recommends granting the request to recalculate the excess water usage at tier 2 rates for this account to be consistent with recent Board actions and is ready to place the remaining balance on an amortization schedule for Mr. Alfred Aghajanian if they so choose.

Prepared by:

Submitted by:

Ron L. Mitchell
Secretary-Treasurer

Thomas A. Love
General Manager

Attachments:

RECEIVED

OCT 26 2017

CRESCENTA VALLEY
WATER DISTRICT

Crescenta Valley Water District
Board of Directors
2700 Foothill Boulevard
La Crescenta, Ca 91214

October 1, 2017

Re: A/C #[030115-000](#)

Dear Board of Directors at Crescenta Valley Water District,

Thank you for your recent letter regarding our excessive water consumption. While we appreciate your time and attention and the \$300 credit applied to our account we would like to ask you to consider our request for additional credit if possible.

As explained to you previously, the consumption was due to a leak from newly installed drip system while we were on vacation during summer. The leak has been fixed. Old landscape has been replaced with hardscape or succulent planting. We have done everything in our power to minimize water usage. The damage was done and the circumstances were truly out of our control.

We ask you kindly to please reconsider this issue and let us know if further adjustments can be made to our account. Please do not hesitate to call me at [818-331-3700](#) should you have any further questions.

Sincerely,

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

Alfred Aghajanian
2839 Paraiso Way

CRESCENTA VALLEY
WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA, CA 91214-3590

ACCOUNT NUMBER	SERVICE ADDRESS
030115-000	2839 Paraiso Way
DUE DATE	
10/5/2017	07/01/17 to 08/31/17
TOTAL CHARGES	AMOUNT ENCLOSED
\$1,603.30	\$

Anita Aghajanian
2839 Paraiso Way
La Crescenta, CA 91224-5476

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD.
LA CRESCENTA CA 91214-3590

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

CORRECTED STATEMENT

ACCOUNT NUMBER	SERVICE ADDRESS	DUE DATE	BILLING PERIOD
030115-000	2839 Paraiso Way	10/5/2017	07/01/17 to 08/31/17
METER NUMBER	CURRENT READ	PRIOR READ	USAGE
4262996	3582	3379	203

SUMMARY OF CHARGES

Previous Balance	\$351.68
Payment on 07/20/2017	(\$351.68)
Tier 1 - 10 x \$4.58 (Basic Usage 0-10 Units)	\$45.80
Tier 2 - 16 x \$7.21 (Average Usage 11-26 Units)	\$115.36
Tier 3 - 11 x \$10.89 (High Usage 27 + Units)	\$119.79
Tier 2 - 166 X \$7.31	\$1,196.86
Water Service Charge	\$47.92
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$31.62

TOTAL DUE **\$1,603.30**



**CRESCENTA VALLEY
WATER DISTRICT**
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590

ACCOUNT NUMBER

030115-000

SERVICE ADDRESS

2839 PARAISO WAY

DUE DATE

10/05/17

BILLING PERIOD

07/01/17 to 08/31/17

TOTAL CHARGES

\$2,214.18

AMOUNT ENCLOSED

\$

AUTOSCH 5-DIGIT 91214 6 PS5 103541RA11-A-1
1436 1 AV 0.370



ANITA AGHAJANAN
2839 PARAISO WAY
LA CRESCENTA CA 91214-2019

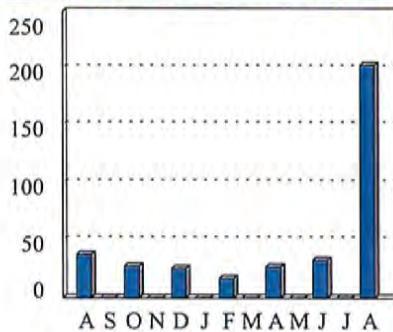
CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590



DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
030115-000	2839 PARAISO WAY	08/31/17	10/05/17	07/01/17 to 08/31/17	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
4262996		3,379	3,582	203	38

WATER USAGE in THOUSAND GALLONS**SUMMARY OF CHARGES**

Previous Balance	\$351.68
Payment on 07/20/2017	\$(351.68)
Water Usage Charges	
Tier 1 - 10 x \$4.58 (Basic Usage 0-10 Units)	\$45.80
Tier 2 - 16 x \$7.21 (Average Usage 11-26 Units)	\$115.36
Tier 3 - 177 x \$10.89 (High Usage 27 + Units)	\$1,927.53
Water Service Charge	\$47.92
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$31.62

TOTAL DUE**\$2,214.18**

Thank you to the community for the significant efforts to conserve water. The District is now in "Blue Alert". Outdoor watering before 9:00 a.m. and after 5:00 p.m. is allowed any day of the week with a recommendation of no more than 3 days per week. Local groundwater levels are at historic lows, but this year's rainfall should replenish local wells over the next 18 months. This combined with the improved State water supply situation allows the District to relax the conservation alert.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185



Crescenta Valley Water District

2700 Foothill Boulevard, La Crescenta, California 91214
Phone (818) 248-3925 Fax (818) 248-1659

Directors

Judy L. Tejada
James D. Badnar
Kerry D. Erickson
Kenneth R. Putnam
Michael L. Claessens

Officers

Thomas A. Love, P.E.
General Manager
Ron L. Mitchell
Secretary-Treasurer

September 28, 2017

Anita Aghajanan
2839 Paraiso Way
La Crescenta, CA 91214

RE: Account No. 030115-000

Dear Ms. Aghajanan:

Mr. Love has reviewed your account and problem with excessive water consumption causing a high billing for water service for your residence. He has asked me to personally reply to your request for assistance in the form of an adjustment.

While payment for all water consumption provided through your meter is your responsibility, the District recognizes your efforts to correct the cause of the water loss and is agreeable to a one-time adjustment. This adjustment normally consists of a 50% reduction of all water in excess of normal usage for the periods involved. However, the credit is limited to an amount not to exceed \$300.00. Therefore, we have credited your account for \$300.00. Your new balance is \$1,914.18. If you would like to make payment arrangements, please contact our Customer Service Department.

Please remember that the District has provided a one time adjustment only and future billings for water, even though they may be large, will be your responsibility.

Sincerely,

CRESCENTA VALLEY
WATER DISTRICT

Ron L. Mitchell
Secretary-Treasurer

RLM/wh
cc: Thomas Love



USAGE HISTORY

09/27/2017 - 3:46 PM

Current Customer: 030115-000 **Established On:** 1/16/2014 **Route #** 35

Name: ANITA AGHAJANAN **Address:** 2839 PARAISO WAY

Meter #: 4262996 **Meter Size:** .75 **Status:** A **U/M:** Gallons **Meter Install Date:** 1/1/1988

2017		2016		2015		2014		2013	
Jan	0	Jan	0	Jan	0	Jan	0	Jan	0
Feb	17	Feb	23	Feb	27	Feb	17	Feb	0
Mar	0	Mar	0	Mar	0	Mar	0	Mar	0
Apr	27	Apr	28	Apr	29	Apr	24	Apr	0
May	0	May	0	May	0	May	0	May	0
Jun	33	Jun	25	Jun	28	Jun	35	Jun	0
Jul	0	Jul	0	Jul	0	Jul	0	Jul	0
Aug	203	Aug	38	Aug	45	Aug	30	Aug	0
Sep	0	Sep	0	Sep	0	Sep	0	Sep	0
Oct	0	Oct	28	Oct	31	Oct	32	Oct	0
Nov	0	Nov	0	Nov	0	Nov	0	Nov	0
Dec	0	Dec	26	Dec	32	Dec	29	Dec	0

3 yr average = 37,000

203-37 = 166,000

166 ÷ 2 = 83,000

83 x 10.89 = 90387

\$800 max
OK-Por

RECEIVED

SEP 27 2017

CRESCENTA VALLEY
WATER DISTRICT

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta, Ca 91214

September 24, 2017

Re: A/C #030115-000

Dear Mr. Love,

I am writing to you in regards to my recent excessive water bill. In an effort to save precious water, my wife and I decided to replace most of our existing landscape with hardscape or succulent landscaping. The contractor finished the job at end of spring beginning of summer. Our family then left town for two weeks vacation. After we came back from vacation my wife noticed that some of the plants were dying from what it seemed to be excessive watering. We brought it up to the landscaping contractor's attention. Unfortunately at that time they were on vacation. Few days passed by and we noticed that the walls where we had installed the new landscaping was also wet. We then contacted the installer of the drip system and when he came to check, he simply adjusted the time and number of the days the plants were being watered, he did not notice the broken valve that was leaking. A week later we noticed that the problem still existed and called the landscaping contractor back. At that time a good 4 to 6 weeks had passed from the installation completion day. We asked him to check everything carefully and only then he noticed a broken valve. Unfortunately from the water usage it is apparent that the leak had been going on for a while. The leak has been repaired.

At this time we are asking you to please review our water bill and make some adjustments if possible. We appreciate your help and attention to this matter. Please do not hesitate to call me at 818-331-3700 should you have any further questions.

Sincerely,



Alfred Aghajanian
2839 Paraiso Way

CVWD

hollw

Utility Billing
Service Request Form

9/27/2017 - 3:46 PM

Request Number: 000289-09-2017

Account Number: 030115-000

Last Updated By: hollw

On: 9/27/2017

Account Status: Active

Name: ANITA AGHAJANAN

Home Phone: 8184719382

Billing Address: 2839 PARAISO WAY
LA CRESCENTA, CA 91214

Business Phone:

Service Address: 2839 PARAISO WAY

Request Date: 9/27/2017

Request Description: Check for leak, repairs have been made

Service Date: 9/27/2017

Water/Gas Meters	Route-Seq Read Dt	Serial No Cons	Register ID No Of Digits	MXU ID	Manufacturer	Model No	Reading
Existing Water Meter	35-0705	4262996			Rockwell	Rockwell.754	3582
	8/31/2017	203	4				

Location: 10'L OF DR 4' FROM BT

Comments:

N/L

RD: 3596620

Follow up needed?

yes

(no)

Served By:

Jake W

Date:

9-28-17

Time:

8:30am

Entry Date	Close Date	Account No	Comment
09/11/2017	09/11/2017	015465-000	rr 9/8/17 .1 gpm rd 067085975, letter sent
09/11/2017	09/11/2017	015474-000	rr 9/8/17 no leak rd 1035940
09/11/2017	09/11/2017	015621-000	rr 9/8/17 no leak rd 1386260
09/11/2017	09/11/2017	015680-000	rr 9/8/17 no leak rd 046057851, increase letter sent
09/11/2017	09/11/2017	015704-000	rr 9/8/17 no leak rd 0919130
09/11/2017	09/11/2017	015712-000	rr 9/11/17 no leak rd 012317314
09/11/2017	09/11/2017	015717-000	rr 9/11/17 .2 gpm rd 110963355, letter sent
09/11/2017	09/11/2017	015790-000	rr 9/11/17 067263991
09/11/2017	09/11/2017	015841-000	rr 9/8/17 no leak rd 021274543, increase letter sent
09/11/2017	09/11/2017	015924-000	rr 9/11/17 no leak rd 2484170
09/11/2017	09/11/2017	015939-000	rr 9/11/17 no leak rd 1557450, increase letter sent
09/11/2017	09/11/2017	015946-000	rr 9/8/17 no leak rd 022103777
09/11/2017	09/11/2017	015987-000	rr 9/11/17 no leak rd 0954490
09/11/2017	09/11/2017	016001-000	8/31/17 estimated high, fenced out entire property, fence is locked. Letter sent
09/11/2017	09/11/2017	016015-000	rr 9/11/17 no leak rd 4968080, increase letter sent
09/11/2017	09/11/2017	016074-000	rr 9/11/17 no leak rd 3761100
09/11/2017	09/11/2017	016087-000	rr 9/11/17 no leak rd 041684810, increase letter sent
09/11/2017	09/11/2017	016197-000	rr 9/11/17 no leak rd 1424940
09/11/2017	09/11/2017	016295-000	rr 9/11/17 no leak rd 027482347
09/11/2017	09/11/2017	016325-000	rr 9/11/17 no leak rd 007057452
09/11/2017	09/11/2017	016391-000	rr 9/11/17 no leak rd 008523088, increase letter sent
09/11/2017	09/11/2017	016420-000	rr 9/11/17 no leak rd 0390600
09/11/2017	09/11/2017	016451-000	rr 9/11/17 no leak rd 1004480, increase letter sent
09/11/2017	09/11/2017	016466-000	rr 9/11/17 no leak rd 054056870
09/11/2017	09/11/2017	025372-000	rr 9/8/17 no leak rd 0385594
09/11/2017	09/11/2017	025589-000	rr 9/8/17 .08 gpm rd 0196330, letter sent
09/11/2017	09/11/2017	026000-000	rr 9/8/17 no leak rd 1480190
09/11/2017	09/11/2017	026086-000	rr 9/8/17 .1 gpm rd 018209001, letter sent
09/11/2017	09/11/2017	026111-000	rr 9/11/17 .1 gpm rd 051323340, letter sent
09/11/2017	09/11/2017	026361-000	rr 9/8/17 no b/o rd 0090792
09/11/2017	09/11/2017	026374-000	RR 9/8/17 NO LEAK RD 015713628, INCREASE LETTER SENT
09/11/2017	09/11/2017	026435-000	rr 9/8/17 no leak rd 2456970
09/11/2017	09/11/2017	027228-000	rr 9/8/17 no leak rd 0258922
09/11/2017	09/11/2017	027308-000	rr 9/8/17 no leak rd 0550923, increase letter sent
09/11/2017	09/11/2017	027525-000	rr 9/11/17 no leak rd 015434077
09/11/2017	09/11/2017	027735-000	rr 9/11/17 no leak rd 1014010
09/11/2017	09/11/2017	027757-000	rr 9/8/17 no leak rd 054289421, increase letter sent
09/11/2017	09/11/2017	028180-000	rr 9/8/17 .2 gpm rd 087557024, letter sent
09/11/2017	09/11/2017	029548-000	rr 9/8/17 no leak rd 0290223
09/11/2017	09/11/2017	029559-000	rr 9/8/17 no leak rd 076539688, increase letter sent
09/11/2017	09/11/2017	029789-000	rr 9/8/17 no leak rd 4064960, increase letter sent
09/11/2017	09/11/2017	029846-000	rr 9/11/17 no leak rd 029984860, increase letter sent
09/11/2017	09/11/2017	030042-000	rr 9/8/17 no leak rd 0352781
09/11/2017	09/11/2017	030115-000	rr 9/11/17 rd is correct no leaks. rd 3584040 & 3586380
09/11/2017	09/11/2017	030170-000	rr 9/8/17 no leak rd 019277848
09/11/2017	09/11/2017	030215-000	rr 9/8/17 no leak rd 1447800, increase letter sent
09/11/2017	09/11/2017	030376-000	rr 9/11/17 customer side gasket leak .2 gpm rd 2383810
09/11/2017	09/11/2017	030471-000	rr 9/11/17 no leak rd 0886790
09/11/2017	09/11/2017	030496-000	rr 9/11/17 no leak rd 0832550
09/11/2017	09/11/2017	030958-000	rr 9/8/17 .2 gpm rd 049525024, letter sent
09/11/2017	09/11/2017	030959-000	rr 9/8/17 no b/o rd 028074056
09/11/2017	09/11/2017	030987-000	8/31/17 billed at '0' rd 001464736
09/11/2017	09/11/2017	031078-000	rr 9/11/17 no leak rd 1557460
09/11/2017	09/11/2017	031129-000	rr 9/8/17 no leak rd 1320000, increase letter sent
09/11/2017	09/11/2017	031240-000	rr 9/11/17 no leak rd 1196430

CRESCENTA VALLEY WATER DISTRICT BOARD OF DIRECTORS - STAFF REPORT

Action Item No.2
November 14, 2017

To: Honorable President and Members of the Board of Directors
From: Ron L. Mitchell – Secretary-Treasurer
Subject: Appeal of a High Water Bill

ACTION ITEM:

1. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Michelle Levander at 2763 Orange Ave.

BACKGROUND:

Michelle Lavender is the owner of the property located at 2763 Orange Ave. since 2013 and she experienced several significant leaks over the May-June and July-August billing cycles. The average usage for the May-June billing period is in tier 2, with a high of 23 units. While reading the meter for the June 15, 2017 billing, staff discovered that she had a high usage of 201,000 gallons. Staff sent a letter to Ms. Levander on June 26, 2017 informing her of the high consumption and alerting her that she may have a leak on the property. At that point Ms. Levander discovered she had a faulty toilet flapper that was replaced. However, it was then discovered that there was still a leak and she hired a plumber who found that her main water line was leaking and that too was repaired. She sent a letter requesting a leak adjustment and it was granted in the amount of \$300.

The average usage for the July-August billing period is in tier 2, with a high of 30 units. While reading the meter for the August 15, 2017 billing, staff again discovered that she had a high usage of 176,000 gallons. Staff spoke with Ms. Levander on July 17, 2017 informing her of the high consumption and alerting her that she may still have a leak on the property. At that point Ms. Levander discovered she had a leaky sprinkler valve that was replaced. This property did not have a new iPerl meter installed until August 2nd and by then the leaks had been repaired so staff could not download usage information for the previous 30 days of consumption. Ms. Levander requested another \$300 adjustment, but staff informed her on several occasions that we could not do that and she would have to appeal to the Board for any additional relief from her high bills. Ms. Levander submitted a letter on November 8th asking to be placed on the agenda to make an appeal.

In similar situations, the Board has directed staff to recalculate the bill in question charging only tier 2 rates for all usage over the average consumption for that period. If staff uses that same methodology the average consumption for the June billing period for this account is 14 units. Total consumption was 201 units that means the extra 187 units would be billed at tier 2. Staff has prepared a “re-calculated billing” which shows the billing for the period would be \$1,482.34 instead of \$2,098.34 which was billed or a difference of \$616.00. Staff has already applied a \$300.00 adjustment to the account so the additional credit would be \$316.00 (\$616.00 - \$300.00) if the Board were to choose this solution.

The average consumption for the August billing period for this account is 21 units. Total consumption was 176 units that means the extra 155 units would be billed at tier 2. Staff has prepared a “re-calculated billing” which shows the billing for the period would be \$1,358.85 instead of \$1,888.53 which was billed or a difference of \$529.68. Total additional credit would be \$845.68 if the Board were to bill all excess usage at tier 2 for both billing cycles.

RECOMMENDATION:

Staff recommends granting the request to recalculate the excess water usage at tier 2 rates for this account to be consistent with recent Board actions and is ready to place the remaining balance on an amortization schedule for Ms. Michelle Levander if she so chooses.

Prepared by:

Submitted by:

Ron L. Mitchell
Secretary-Treasurer

Thomas A. Love
General Manager

Attachments:

g:\management\board meeting staff reports\2017\11-14-17 board memo - relief request 2763 Orange.docx

Michelle Levander, La Crescenta Resident
2763 Orange Ave.
La Crescenta, CA 91214

November 8, 2017

Board of Directors
Crescenta Valley Water District
2700 Foothill Blvd
La Crescenta, CA 91214

To Whom It May Concern:

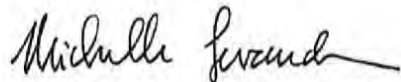
I am writing with a request for consideration at the Nov. 14 Board of Directors Meeting. I am a resident of La Crescenta and have been a homeowner here for five years.

Recently, I have had the misfortune to have several major leaks spring up on my property. Each time, I addressed them, bringing in first a handyman, for a toilet leak, then a plumber, for a leak in my front yard, and then a handyman, to replace a leaky sprinkler valve.

I have communicated my efforts to the Crescenta Valley Water District and its staff has reduced my water bill by \$300. However, due to these unforeseen circumstances, my water bill has risen to close to \$4,000. I understand that some of these charges are the assessments for higher rates of water usage (Tier 3) – meant to discourage excessive water wasters.

I am writing to see if those higher fees could be waived and if other adjustments could be made to reduce my bill. This represents a tremendous financial burden for me and my family and I hope for your kind consideration.

Best,

A handwritten signature in black ink that reads "Michelle Levander". The signature is written in a cursive, flowing style.

CRESCENTA VALLEY
WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA, CA 91214-3590

ACCOUNT NUMBER	SERVICE ADDRESS
029758-000	2763 Orange Ave
DUE DATE	
7/20/2017	04/16/17 to 06/15/17
TOTAL CHARGES	AMOUNT ENCLOSED
\$1,482.34	\$

Michelle Levander
2763 Orange Ave
La Crescenta, CA 91214-2124

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD.
LA CRESCENTA CA 91214-3590

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

RECALCULATED STATEMENT

ACCOUNT NUMBER	SERVICE ADDRESS	DUE DATE	BILLING PERIOD
029758-000	2763 Orange Ave	7/20/2017	04/16/17 to 06/15/17
METER NUMBER	CURRENT READ	PRIOR READ	USAGE
46392345	2836	2635	201

SUMMARY OF CHARGES

Previous Balance	\$356.53
Payment on 07/20/2017	(\$356.53)
Tier 1 - 10 x \$4.39 (Basic Usage 0-10 Units)	\$43.90
Tier 2 - 4 x \$6.91 (Average Usage 11-26 Units)	\$27.64
Tier 3 - 0 x \$10.43 (High Usage 27 + Units)	\$0.00
Tier 2 - 187 X \$6.91	\$1,292.17
Water Service Charge	\$41.06
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$31.62

TOTAL DUE **\$1,482.34**



**CRESCENTA VALLEY
WATER DISTRICT**
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590

ACCOUNT NUMBER

029758-000

SERVICE ADDRESS

2763 ORANGE

DUE DATE

07/20/14

BILLING PERIOD

04/16/17 to 06/15/17

TOTAL CHARGES

\$2,098.34

AMOUNT ENCLOSED

\$

AUTOSCH 5-DIGIT 91214 7 PS5 102235RA27-A-1
1686 1 AV 0.370



MICHELLE LEVANDER
2763 ORANGE AVE
LA CRESCENTA CA 91214-2124

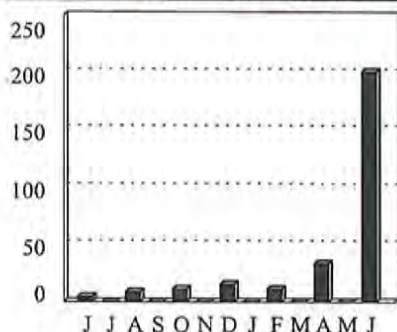
CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590



DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
029758-000	2763 ORANGE	06/15/17	07/20/14	04/16/17 to 06/15/17	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
46392345		2,635	2,836	201	5

WATER USAGE in THOUSAND GALLONS**SUMMARY OF CHARGES**

Previous Balance	\$356.53
Payment on 05/25/2017	\$(356.53)
Water Usage Charges	
Tier 1 - 10 x \$4.39 (Basic Usage 0-10 Units)	\$43.90
Tier 2 - 16 x \$6.91 (Average Usage 11-26 Units)	\$110.56
Tier 3 - 175 x \$10.43 (High Usage 27 + Units)	\$1,825.25
Water Service Charge	\$41.06
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$31.62

TOTAL DUE**\$2,098.34**

**TOTAL AMOUNT DUE WILL BE DEDUCTED FROM YOUR BANK
ACCOUNT ON 07/20/2014.**

Thank you to the community for the significant efforts to conserve water. The District is now in "Blue Alert". Outdoor watering before 9:00 a.m. and after 5:00 p.m. is allowed any day of the week with a recommendation of no more than 3 days per week. Local groundwater levels are at historic lows, but this year's rainfall should replenish local wells over the next 18 months. This combined with the improved State water supply situation allows the District to relax the conservation alert.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185

CRESCENTA VALLEY
WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA, CA 91214-3590

ACCOUNT NUMBER	SERVICE ADDRESS
029758-000	2763 Orange Ave
DUE DATE	
9/21/2017	06/16/17 to 08/15/17
TOTAL CHARGES	AMOUNT ENCLOSED
\$1,603.30	\$

Michelle Levander
2763 Orange Ave
La Crescenta, CA 91214-2124

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD.
LA CRESCENTA CA 91214-3590

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

RECALCULATED STATEMENT

ACCOUNT NUMBER	SERVICE ADDRESS	DUE DATE	BILLING PERIOD
029758-000	2763 Orange Ave	9/21/2017	06/16/17 to 08/15/17
METER NUMBER	CURRENT READ	PRIOR READ	USAGE
82030404	6	0	6
46392345	3006	2836	170

SUMMARY OF CHARGES

Previous Balance	\$0.00
Payment on 07/20/2017	\$0.00
Tier 1 - 10 x \$4.58(Basic Usage 0-10 Units)	\$45.80
Tier 2 - 11 x \$7.21 (Average Usage 11-26 Units)	\$79.31
Tier 3 - 0 x \$10.89 (High Usage 27 + Units)	\$0.00
Tier 2 - 155 X \$7.21	\$1,117.55
Water Service Charge	\$47.92
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$22.32

TOTAL DUE **\$1,358.85**



**CRESCENTA VALLEY
WATER DISTRICT**
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590

ACCOUNT NUMBER

029758-000

SERVICE ADDRESS

2763 ORANGE

DUE DATE

09/21/17

BILLING PERIOD

06/16/17 to 08/15/17

TOTAL CHARGES

\$3,336.87

AMOUNT ENCLOSED

\$

AUTOSCH 5-DIGIT 91214 7 PS5 103541RA28-A-1
1670 1 AV 0.370



MICHELLE LEVANDER
2763 ORANGE AVE
LA CRESCENTA CA 91214-2124

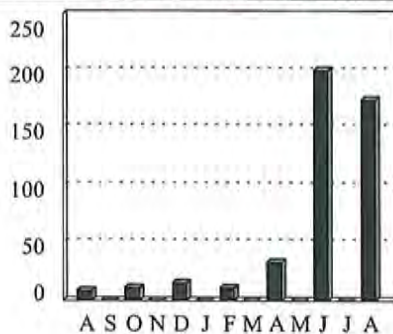
CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BLVD
LA CRESCENTA CA 91214-3590



DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT
KEEP THIS PORTION FOR YOUR RECORDS

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE	DUE DATE	BILLING PERIOD	
029758-000	2763 ORANGE	08/15/17	09/21/17	06/16/17 to 08/15/17	
METER NUMBER	COMMENTS	PRIOR READ	CURRENT READ	USAGE (IN 1,000 GAL)	USAGE LAST YEAR
82030404		0	6	6	9
46392345		2,836	3,006	170	9

WATER USAGE in THOUSAND GALLONS**SUMMARY OF CHARGES**

Previous Balance	\$2,098.34
Payment on 08/04/2017	\$(350.00)
Water Usage Charges	
Tier 1 - 10 x \$4.58 (Basic Usage 0-10 Units)	\$45.80
Tier 2 - 16 x \$7.21 (Average Usage 11-26 Units)	\$115.36
Tier 3 - 150 x \$10.89 (High Usage 27 + Units)	\$1,633.50
Water Service Charge	\$47.92
Sewer Service Charge	\$45.95
Sewer Flow Charge (Winter Water Use)	\$0.00
Adjustments	\$(300.00)
TOTAL DUE	\$3,336.87

Thank you to the community for the significant efforts to conserve water. The District is now in "Blue Alert". Outdoor watering before 9:00 a.m. and after 5:00 p.m. is allowed any day of the week with a recommendation of no more than 3 days per week. Local groundwater levels are at historic lows, but this year's rainfall should replenish local wells over the next 18 months. This combined with the improved State water supply situation allows the District to relax the conservation alert.



If you have questions regarding this bill or dispute the amount charged, the District's Rules and Regulations (Article 8.05G) permit you to submit a complaint or request an investigation. This process must be commenced by you delivering the complaint or request to the District in writing at least five (5) calendar days of receipt of this bill.

CRESCENTA VALLEY WATER DISTRICT
2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA 91214

FOR MORE INFORMATION
VISIT OUR WEB SITE AT
www.cvwd.com

BILLING INQUIRIES: (818) 248-3925
OFFICE HOURS MON-FRI 8:00 AM - 4:30 pm
24 HR. EMERGENCY #: (818) 249-2185



USAGE HISTORY

11/08/2017 - 3:22 PM

Current Customer: 029758-000 Established On: 8/5/2013 Route # 20

Name: MICHELLE LEVANDER Address: 2763 ORANGE

Meter #: 82030404 Meter Size: .75 Status: A U/M: Gallons Meter Install Date: 8/2/2017

2017		2016		2015		2014		2013	
Jan	0	Jan	0	Jan	0	Jan	0	Jan	0
Feb	12	Feb	17	Feb	30	Feb	12	Feb	0
Mar	0	Mar	0	Mar	0	Mar	0	Mar	0
Apr	34	Apr	14	Apr	22	Apr	7	Apr	0
May	0	May	0	May	0	May	0	May	0
Jun	201	Jun	5	Jun	23	Jun	13	Jun	0 AUG 14
Jul	0	Jul	0	Jul	0	Jul	0	Jul	0
Aug	176	Aug	9	Aug	24	Aug	30	Aug	9 AUG 21
Sep	0	Sep	0	Sep	0	Sep	0	Sep	0
Oct	31	Oct	12	Oct	20	Oct	49	Oct	19
Nov	0	Nov	0	Nov	0	Nov	0	Nov	0
Dec	0	Dec	16	Dec	18	Dec	37	Dec	13

CVWD
teld

Utility Billing
Service Request Form

10/16/2017 - 8:35 AM

Request Number: 000120-10-2017
Account Number: 029758-000

Last Updated By: teld
On: 10/16/2017

Account Status: Active

Name: MICHELLE LEVANDER
Billing Address: 2763 ORANGE
LA CRESCENTA, CA 91214

Home Phone: 3234011591
Business Phone: 2137402311
Service Address: 2763 ORANGE

Request Date: 10/16/2017
Request Description: Check for leak - is water still moving through the meter
Service Date: 10/16/2017

Water/Gas Meters	Route-Seq Read Dt	Serial No Cons	Register ID No Of Digits	MXU ID	Manufacturer	Model No	Reading
Existing Water Meter	20-0830	82030404			Ipearl	Ipearl.754	6
	8/15/2017	6	4				

Location: IN LINE W/ WINDOW

0038261.53

Comments:

No leak

Follow up needed? yes no

Serviced By:

[Signature]

Date:

10/16/17

Time:



Crescenta Valley Water District

2700 Foothill Boulevard, La Crescenta, California 91214

Phone (818) 248-3925 Fax (818) 248-1659

Directors

Judy L. Tejada

James D. Bodnar

Kerry D. Erickson

Kenneth R. Putnam

Michael L. Claessens

Officers

Thomas A. Love, P.E.

General Manager

Ron L. Mitchell

Secretary-Treasurer

July 17, 2017

Michelle Levander
2763 Orange
La Crescenta, CA 91214

RE: Account No. 029758-000

Dear Ms. Levander:

Mr. Love has reviewed your account and problem with excessive water consumption causing a high billing for water service for your residence. He has asked me to personally reply to your request for assistance in the form of an adjustment.

While payment for all water consumption provided through your meter is your responsibility, the District recognizes your efforts to correct the cause of the water loss and is agreeable to a one-time adjustment. This adjustment normally consists of a 50% reduction of all water in excess of normal usage for the periods involved. However, the credit is limited to an amount not to exceed \$300.00. Therefore, we have credited your account for \$300.00. Your new balance is of \$1,798.34. If you would like to make payment arrangements, please contact our Customer Service Department.

Please remember that the District has provided a one time adjustment only and future billings for water, even though they may be large, will be your responsibility.

Sincerely,

CRESCENTA VALLEY
WATER DISTRICT

Ron L. Mitchell
Secretary-Treasurer

RLM/wh
cc: Thomas Love

Wendy Holloway

29758

From: Michelle L Levander <levander@usc.edu>
Sent: Wednesday, July 05, 2017 9:07 AM
To: customerservice
Subject: Attn: Thomas Love -- Request for lowered water bill
Attachments: Repair of Toilet Flapper.6.28.17.pdf; Water Repair Bill.7.4.17.pdf

Dear Mr. Love:

I just received a monthly water bill for more than \$2,000 which will pose a tremendous financial hardship.

I had received two notices earlier stating that my water usage had gone up to an unusual degree — thanks so much for notifying me.

I responded to both notices. In the first instance, I had the flapper on my toilet replaced as your tip sheet suggests (attaching the check to handyman Armando Ramos).

Then, I learned from a call from the water company that this repair had not addressed the problem. It took me a couple of days to get a plumber but I did get someone in on July 3-4 and had a \$900 expense to repair a corroded copper pipe about three feet from the water meter in front of my house. Apparently the prior owner had poured cement over the copper without sleeving it.

I understand from your customer service representative that you do offer help with excusing a portion of the cost in emergency and unforeseen circumstances such as this one.

The customer service representative said your standard reduction was \$300. Because it took a while to diagnosis this problem correctly the bill became quite high. Until I received that call from your customer service representative I thought the situation was resolved. Given that I made two attempts to resolve, would it be possible to receive two standard reductions of \$300 or \$600 in all?

I would also like to discuss structuring repayment of the balance.

Thanks so much for your consideration of this request.

I can be reached at 323-401-1591.

Best,
Michelle

--

Michelle Levander, Director

Center for Health Journalism

University of Southern California

Annenberg School of Journalism

Cell: (323) 401-1591



Crescenta Valley Water District

2700 Foothill Boulevard, La Crescenta, California 91214
Phone (818) 248-3925 Fax (818) 248-1659

Directors

Judy L. Tejada
James D. Bodnar
Kerry D. Erickson
Kenneth R. Putnam
Michael L. Claessens

Officers

Thomas A. Love, P.E.
General Manager
Ron L. Mitchell
Secretary-Treasurer

June 26, 2017

Michelle Levander
2763 Orange
La Crescenta, CA 91214

RE: Account No. 029758-000

Dear Customer:

The most recent reading of your water meter on June 15, 2017 indicates a substantially higher usage than your average consumption in a bi-monthly billing period. Enclosed is a copy of your five year consumption history for comparison. Each unit equals 1,000 gallons of water.

If you cannot account for this rise in usage, it is likely due to a leak in your plumbing system that you may not have discovered. We recommend that you check your plumbing system, such as stuck or mis-fitted toilet flapper plugs, dripping faucets, missing sprinkler heads, etc., and correct any leaks to avoid unnecessary loss of water and higher water bills.

This notice is provided as a service to help you avoid unnecessary costs and waste of a precious commodity in this time of water shortages. Because we are not responsible for the location or repair of leaks on your private property, we want to provide you with this information to help you to determine if there are actual leaks. If you have any questions regarding this notice, please contact our Customer Service Department at (818) 248-3925.

Sincerely,

CRESCENTA VALLEY WATER DISTRICT

Wendy Holloway
Customer Accounts Supervisor



USAGE HISTORY

07/07/2017 - 8:06 AM

Current Customer: 029758-000

Established On: 8/5/2013

Route # 20

Name: MICHELLE LEVANDER

Address: 2763 ORANGE

Meter #: 46392345

Meter Size: .75

Status: A

U/M: Gallons

Meter Install Date: 10/14/1993

2017		2016		2015		2014		2013	
Jan	0	Jan	0	Jan	0	Jan	0	Jan	0
Feb	12	Feb	17	Feb	30	Feb	12	Feb	10 0
Mar	0	Mar	0	Mar	0	Mar	0	Mar	0
Apr	34	Apr	14	Apr	22	Apr	7	Apr	15 0
May	0	May	0	May	0	May	0	May	0
Jun	201	Jun	5	Jun	23	Jun	13	Jun	19 0
Jul	0	Jul	0	Jul	0	Jul	0	Jul	0
Aug	0	Aug	9	Aug	24	Aug	30	Aug	34 0
Sep	0	Sep	0	Sep	0	Sep	0	Sep	0
Oct	0	Oct	12	Oct	20	Oct	49	Oct	19
Nov	0	Nov	0	Nov	0	Nov	0	Nov	0
Dec	0	Dec	16	Dec	18	Dec	37	Dec	13

3yr average = 14,000

201-14 = 187,000

187 ÷ 2 = 93,500

93.5 x 10.43 = 975.21

\$200 max
OK - Rem

ATM/Debit Card: XXXX-XXXX-XXXX-0750

As of 07-05-2017 11:49 EDT

SERVICES Check Details

Account	Check #	Post Date	Amount
Checking: 2873	2389	06/28/2017	\$ 85.00



MICHELLE LEVANDER
2628 FOOTHILL BLVD. # 213
LA CRESCENTA, CA 912143511

06-17-17 2389
3022

Date June 15, 2017

Pay to the order of Armando Ruelas \$ 85.00 00/100
Eighty five & 00/100 Dollars   

citibank

CITIBANK N.A. BR #348
2400 GLENDALE BLVD
LOS ANGELES, CA 90038

Memo Michelle R

⑆322271724⑆ 40036202873⑈ 2389



Seq: 144
Batch: 493835
Date: 06/27/17
R/T IN 06090905
Cash check

06/20/17 \$85.00

Security Tip: Check Image files may be automatically saved on the hard drive of this computer. If other people use this computer you should delete these files so that no one will have access to your check images and account information. [Learn more](#)

CVWD
hollw

Utility Billing
Service Request Form

7/7/2017 - 8:05 AM

Request Number: 000085-07-2017
Account Number: 029758-000

Last Updated By: hollw
On: 7/7/2017

Account Status: Active

Name: MICHELLE LEVANDER
Billing Address: 2763 ORANGE
LA CRESCENTA, CA 91214

Home Phone: 3234011591
Business Phone: 2137402311
Service Address: 2763 ORANGE

Request Date: 7/7/2017
Request Description: Check for leak, repairs have been made
Service Date: 7/7/2017

Water/Gas Meters	Route-Seq Read Dt	Serial No Cons	Register ID No Of Digits	MXU ID	Manufacturer	Model No	Reading
Existing Water Meter	20-0830 6/15/2017	46392345 201	 4		Sensus	Sensus.754	2836

Location: IN LINE W/ WINDOW

Comments:

NO leak on customer side
Leak ~~was~~ coming from angle stop (small leak)
RD: 2998540

Follow up needed?

yes ☒ no ☐

Serviced By:

Jack W

Date:

7.7.17

Time:

8:30am

**Michelle Levander
2763 Orange Cove**

02/15/17 – Read: 2601, Consumption: 12 units

04/15/17 – Read: 2635, Consumption escalated to 34 units

04/24/17 – Re-read: 2647770, 0.7 gpm leak, letter sent

06/15/17 – Read: 2836, Consumption: 201 units

6/23/17 – Re-read: 2908910, 7/10 gpm leak, called customer and she stated she fixed a toilet but we told her that water was still moving through the meter.

07/07/17 – Svc Request: Check for leak – leak not on customer's side – (leak is at angle stop) read: 2998540

07/12/17 – Svc Requests: Angle stop leaking – R & R svc lateral

07/17/17 – Customer notes: sent in leak letter, gave her \$300.00 adjustment. No payment arrangements, asked customer to please set up payment/amort

08/02/17 - Changeout meter – Read: 3006, Consumption 170 units

08/15/17 - Read: 6, Consumption: 6 units

10/02/17 – Svc Request: Please go to prop and turn off valve in front of house under bay window. She cannot get it off by herself and she has had leaking problems – unable to turn off valve at the house but turned off ball valve in meter box – read: 003176780, called customer to let her know.

10/15/17 – Read: 37, Consumption: 31 units

10/16/17 – Svc Request: check for leak – is water still moving through the meter? – no leak – read: 0038261.53

10/20/17 – Re-read: 0041391 – no leak

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 3

November 14, 2017

To: Honorable President and Members of the Board of Directors

From: Brook Yared, M.S., P.E. – Associate Engineer

Subject: Recommendation to Award Contract for the Rehabilitation of Well 10

ACTION ITEM:

Well 10 Rehabilitation, Project E-987 – Consideration and motion to authorize the General Manager to award a contract to Best Drilling and Pump Company (Best) for well rehabilitation at Well 10 at a cost of \$59,850 and establish a contingency amount of \$5,985 (10% of contract) to cover the cost of unforeseen or additional work

BACKGROUND:

Well 10 was last rehabilitated and returned to service in April 2012. Since then, Well 10 has been operating on a 24/7 basis with flows averaging 45 gpm, significantly below the design point of 300 gpm established prior to the drought. Operations staff has been using a small flow control valve to maintain the water level in Well 10 in order to prevent cavitation. At the time of the last rehabilitation, staff did not employ any additional advanced well rehabilitation options as this was a prior to get the well back into service due to the drought. Staff is confident that, if additional rehabilitation methods are employed, a significant increase in production from Well 10 could be achieved.

DISCUSSION:

On October 18, 2017, staff sent out a Request for Quotes to five (5) pump and well contractors for the rehabilitation of Well 10 and the installation of a new discharge head and submersible pump and motor assembly. A mandatory pre-bid meeting was held on November 1, 2017. Contractors were provided project details and allowed access to the site. The bid opening for the project was held on November 8, 2017 and the results are as follows:

	<u>Bidder</u>	<u>Total Bid Amount</u>
Low	Best Pump and Drilling	\$59,850
2 nd	Legend Pump	\$61,205
3 rd	Layne Christensen	\$76,730
4 th	Tri County Pump	Declined to Bid

Best Drilling and Pump of Rialto was the apparent low bidder for the project and meet the requirements of SB 854 and prevailing wage compliance. Staff has reviewed Best's submitted references. All responding references have been pleased with their work on previous related projects.

The engineer's estimate was \$63,900 and the low bid was \$59,850 which is 6.3% lower than the engineer's estimate.

RECOMMENDATION:

Staff recommends the award of contract to Best at the cost \$59,850 to proceed with the work in order to complete the project during winter months when demands are low. It is staff's goal to complete the rehabilitation of Well 10 in late February 2018.

ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

There are sufficient funds available in the following accounts for the project:

Account Description	Amount
FY 17/18 Water Supply – Well Rehabilitation	\$85,000
Cost Estimate for Contractor	<\$59,850>
Unforeseen or additional work	<\$5,985>
Total Engineer's Cost Estimate	<\$65,835>
Amount Remaining in Water Supply – Well Rehabilitation	\$19,165

Prepared by:



Brook Yared, M.S., P.E.
Associate Engineer

Submitted by:



David S. Gould, P.E.
District Engineer

CRESCENTA VALLEY WATER DISTRICT

Page 1 of 1

Title: Well 10 Rehabilitation, FY 17/18
 E-Job No: E-987
 Engr's Est.: \$63,900
 Proj. Mngr: Brook Yared

BID LOCATION: CVWD's Main Office
 TIME: 2:00 PM
 DATE: 11/9/2017
 BY: BY CHECKED: DSG

DATE: 11/9/2017

				Engineers Estimate		Best Pump		Legend Pump		Layne-Christensen	
ITEM	DESCRIPTION	QUANTITY		UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	Mobilization and Demobilization	1	LS	\$6,000	\$6,000	\$3,000.00	\$3,000.00	\$8,150.00	\$8,150.00	\$12,127.02	\$12,127.02
2	Remove Existing Pump Assembly, Line Shaft and Column Pipe	1	LS	\$5,000	\$5,000	\$3,000.00	\$3,000.00	\$4,280.00	\$4,280.00	\$7,789.17	\$7,789.17
3	Wire Brush Casing Airlifting/Bailing	12	Hr	\$350	\$4,200	\$300.00	\$3,600.00	\$350.00	\$4,200.00	\$305.00	\$3,660.00
4	Chemical Treatment & Mechanical Development	1	LS	\$9,000	\$9,000	\$13,000.00	\$13,000.00	\$5,500.00	\$5,500.00	\$19,490.60	\$19,490.60
5	Mechanical Development	8	Hr	\$350	\$2,800	\$350.00	\$2,800.00	\$975.00	\$7,800.00	\$269.00	\$2,152.00
6	New Pump & Motor Assembly Installation	1	LS	\$20,000	\$20,000	\$22,250.00	\$22,250.00	\$20,940.00	\$20,940.00	\$19,142.90	\$19,142.90
7	Column Piping and Chemical Feed Tube	185	LF	\$35	\$6,383	\$42.16	\$7,800.00	\$21.00	\$3,885.00	\$32.86	\$6,079.10
8	New Discharge Head	1	LS	\$7,500	\$7,500	\$3,900.00	\$3,900.00	\$2,250.00	\$2,250.00	\$4,021.71	\$4,021.71
9	Start-up and Testing	1	LS	\$3,000	\$3,000	\$500.00	\$500.00	\$4,200.00	\$4,200.00	\$1,396.36	\$1,396.36
				EE	\$63,900.00	LOW	\$59,850.00	2ND	\$61,205.00	3RD	\$75,858.86

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Agenda Item No.4

November 14, 2017

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: **Cost Sharing Agreement for Allocation of Cost for Watermaster and Watermaster's Legal Services for ULARA**

ACTION ITEM:

Cost Sharing Agreement for Allocation of costs for Watermaster and Watermaster's Legal Services for ULARA – Consideration and motion to authorize the General Manager to enter into a three-year cost sharing agreement with the City of Glendale, the City of Burbank, the City of San Fernando, and the Los Angeles Department of Water and Power regarding the allocation of costs for Watermaster and Watermaster's Legal Services for the ULARA Groundwater Basins.

BACKGROUND:

The City of Los Angeles had borne all costs for the Watermaster's office prior to 2008 which included the Watermaster and the administration staff. A new independent Watermaster, Richard C. Slade of Richard C. Slade & Associates was approved by the ULARA Administrative Committee (AC) in 2008.

In 2008, a cost-sharing agreement was agreed to by all parties, which allocates responsibility among the agencies for the Watermaster services costs based on the proportion to their three-year annual average extractions of groundwater from each basin.

- December 2008 - CVWD entered into a 3-year cost sharing agreement (CSA) with the ULARA parties for Watermaster Services for the period January 1, 2009 through December 31, 2011. The City of Glendale was the Administrator for the Watermaster contract.
- December 2011 - the cost sharing agreement was updated to include the costs of Watermaster Services and Watermaster's Legal Services for ULARA for the period January 1, 2012 through December 31, 2014. Downey/Brand was selected as the special counsel for the Watermaster and CVWD was the Administrator for the Legal Services contract.
- December 2014 - the cost sharing agreement was again renewed for the costs of Watermaster Services and for Watermaster's Legal Services for ULARA for the period January 1, 2015 through December 31, 2017.

DISCUSSION:

Selection of Watermaster

The Los Angeles Department of Water and Power (LADWP) stated that in accordance with their policy, a contract cannot be renewed after 3 consecutive terms and that a new request for proposal (RFP) has to be sent out to prospective consultants. The Administrative Committee prepared a RFP and it was sent out to consultants specializing in Watermaster consulting services in March 2017. Two (2) firms submitted proposals (Richard C. Slade & Associates and Wildermuth Environmental, Inc.) and were interviewed in July 2017. Richard C. Slade was selected to continue as Watermaster by the parties.

Cost Sharing Agreement

The AC completed a revised cost sharing agreement for the next three-year period from January 1, 2018 to December 31, 2020 in November 2017 (See attached). The cost sharing agreement was agreed upon by all parties with the following change in the cost allocation to each of the parties.

The previous cost sharing agreement stated that the costs were allocated based on three-year rolling average of pumping of groundwater from each basin. The new cost sharing agreement states that the cost allocated will be based on extraction of groundwater during the previous water year.

The overall result will be that CVWD's cost percentage will be reduced from the 3-year rolling average of 2.5% to previous water year of 2.1% of the total annual cost of \$573,833. Based on the new cost sharing agreement, CVWD's annual cost will be reduced from \$14,700 to \$12,100 per year. The percentage for the coming years will change based on the amount of pumping by each of the parties.

Legal Services

The firm, Downey Brand has provided legal counsel for the Watermaster since 2011 and since this was the 2nd consecutive contract, LADWP did not request a new RFP be prepared for legal services. Since CVWD was the administrator of the contract, staff and Mr. Bunn were working with Downey Brand on an extension to their contract. However, Downey Brand informed the AC on October 24, 2017 that they decided not to seek an extension to the contract beyond its current term. Downey Brand did state that they are committed to assisting the Watermaster until new legal counsel is in place.

The AC met to discuss the issue further and it was agreed to include language in the cost sharing agreement that Downey Brand's contract will not be renewed and that the AC intends to select new legal counsel through a competitive process. Also included in the cost sharing agreement was a not-to-exceed annual cost of \$75,000 for legal services. The AC agreed if the selected firm costs were greater than \$75,000, an amendment will be made to the cost sharing agreement to cover the additional costs. Staff is currently working with the AC members to prepare the RFP and send it out to a list of qualified firms. It is estimated that a new legal firm will be in place by late March 2018.

RECOMMENDATIONS:

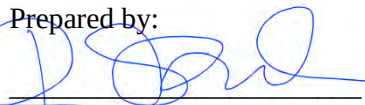
It is staff's recommendation to approve the 2017 Cost Sharing Agreement for the period from January 1, 2018 to December 31, 2020.

FUNDING AVAILABILITY:

The funds for the 2017 Cost Sharing Agreement are included in the FY 17/18 budget as shown below.

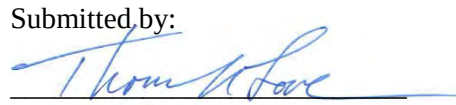
Account Description	Account Number	Amount
Expense - Water System Fees – Budget (Includes Watermaster, CPDH, RWQCB & other fees)	01-01-5250-000	\$50,000
Estimated Watermaster Cost		<\$12,100>
Estimated Watermaster's Legal Services Cost		<1,600>
Total Water System Fee Amount remaining for FY 14/15		\$36,300

Prepared by:



David S. Gould, P.E.
District Engineer

Submitted by:



Thomas A. Love
General Manager

Attachment:

1. 2017 Cost Sharing Agreement for the Upper Los Angeles River Area Ground Water Basins

**Cost Sharing Agreement by and among the
Los Angeles Department of Water and Power, Crescenta Valley Water District,
Cities of Glendale, Burbank, and San Fernando Regarding the Allocation of Costs
of Watermaster Services and Watermaster's Legal Services for the Upper Los
Angeles River Area Groundwater Basins**

This Cost Sharing Agreement (Cost Sharing Agreement) to share the costs of Watermaster Services and Watermaster's Legal Services for the Upper Los Angeles River Area (ULARA) groundwater basins is made and entered into by and among the Los Angeles Department of Water and Power (LADWP), the City of Glendale (Glendale), the City of Burbank (Burbank), the City of San Fernando (San Fernando), and the Crescenta Valley Water District (CVWD) (each a Party, and collectively the Parties), with reference to the following facts and intentions, which the Parties agree are true and correct to the best of their knowledge and belief:

RECITALS

- A. The Parties are parties to the 1979 Judgment in the City of Los v. City of San Fernando, et al., County of Los Angeles Superior Court (Court) Case No. 650079 (Judgement).
- B. Each Party holds water rights in and to one or more of the groundwater basins in the ULARA subject to the Judgment, as set forth in the Judgment.
- C. The Court retains continuing jurisdiction over the Judgment and the Parties to it.
- D. The Judgment provides that the Court shall appoint a qualified hydrologist (*i.e.*, a watermaster) acceptable to all Parties to assist it in its administration and enforcement of the Judgment.
- E. The Judgment also provides that the ULARA Administrative Committee (Administrative Committee), which is composed of one representative from each Party, shall advise with, request or consent to, and review actions of the watermaster.
- F. The court-appointed watermaster as of the date of the execution of this Cost Sharing Agreement is Richard C. Slade of Slade & Associates, LLC (Watermaster).
- G. Glendale will administer the contract with the Watermaster, and the Parties will reimburse Glendale for the costs incurred for the Watermaster's services under the contract, in accordance with this Cost Sharing Agreement.
- H. The Parties agree it is appropriate for the Watermaster to obtain occasional legal services from independent counsel (Special Counsel).

- I. CVWD will administer the contract with the Special Counsel and the Parties will reimburse CVWD for the costs incurred for the Special Counsel's services under the contract, in accordance with this Cost Sharing Agreement.
- J. The PARTIES agree to allocate the costs of the WATERMASTER's and SPECIAL COUNSEL's services as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Cost Sharing Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Cost Sharing Agreement is to allocate responsibility among the Parties for the fees and costs incurred by the Watermaster's and Special Counsel's services.
2. **Term.** The term of this Cost Sharing Agreement shall be three (3) years, commencing on January 1, 2018, and expiring on December 31, 2020, unless extended or sooner terminated upon written notice submitted by one or more of the Parties to all other Parties. Any outstanding obligations payable to Glendale and CVWD at the time of the expiration or termination of this Cost Sharing Agreement shall remain due and outstanding notwithstanding the expiration or termination of this Cost Sharing Agreement, until such obligations are paid in full.
3. **Watermaster Services Agreement.** Subject to the Courts's continued approval of Watermaster's appointment as the Watermaster, Glendale shall execute the agreement attached hereto as Exhibit "A" with Watermaster for watermaster services (Watermaster Services Agreement). The term of the Watermaster Services Agreement shall be three (3) years, commencing on January 1, 2018, and expiring on December 31, 2020. The total fees and costs for the Watermaster's services under the Watermaster Services Agreement shall not exceed One Million Seven Hundred Twenty One Thousand Five Hundred Dollars (\$1,721,500) for the three-year term. The Watermaster may invoice for direct services in the management, oversight, and administration of subconsultants, including the Watermaster's reviewing and processing of subconsultant invoices. No markup by the Watermaster or subconsultant for subconsultant services of any tier shall be allowed.
4. **The Legal Services Agreement.** CVWD executed the agreement attached hereto as Exhibit "B" with Downey Brand LLP for Special Counsel services for a term of three (3) years, commencing on January 1, 2015, and expiring on December 31, 2017. Downey Brand has indicated that it does not intend to renew the agreement for another three-year term. The Administrative Committee intends to select new Special Counsel through a competitive process. Upon the

completion of that process, and subject to the Administrative Committee's unanimous approval, CVWD will enter into an agreement with the newly-selected Special Counsel for a term of three (3) years, commencing on January 1, 2018, and expiring on December 31, 2020 (Legal Services Agreement). Legal Services Agreement shall contain terms substantially similar to the terms in the agreement attached hereto as Exhibit "B." The total fees and costs for the Special Counsel's services under the Legal Services Agreement shall not exceed \$75,000 annually and \$225,000 for the three-year term.

5. **Watermaster's Budget.** On or before May 1 each year, the Watermaster shall prepare and submit to the Parties an annual budget for review and approval in accordance with the procedures set forth in the Judgment. The budget shall be determined for each basin separately and allocated between the separate groundwater basins.
6. **Cost Sharing.** The fees and costs of the Watermaster's and Watermaster's Special Counsel's services shall be allocated annually among the Parties as follows:
 - A. The total for each basin shall be allocated between the Parties in proportion to their extractions of groundwater from such basin during the preceding water year.
 - B. The Watermaster's and Special Counsel's fees shall be subject to an annual adjustment on November 1 of each year, based on a percentage equal to the percentage increase in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers as measured from September of the previous calendar year to September of the current calendar year for U.S. City Average (1982-84=100). This annual adjustment is limited to a minimum of 0 percent and a maximum of 5 percent per year and is subject to the overall contract caps as set forth in said contracts.
 - C. Subject to the approval of the Administrative Committee, LADWP may provide the Watermaster support services set forth in Exhibit "C" attached hereto. LADWP will provide the Watermaster support services at its sole expense. LADWP reserves the right to terminate such services upon sixty (60) calendar days' notice to the other Parties. If LADWP ceases to provide any or all of the support services as set forth in Exhibit "C," the cost of such services will thereafter be allocated among the Parties in accordance with this cost sharing formula as set forth in Section 6(A).
 - D. Each Party shall individually be responsible for any fees or costs associated with the hiring of outside legal counsel or professional services as it may deem necessary in connection with the Judgment.

In addition, each Party shall be individually responsible for costs associated with its staff and administration of the Judgment.

- E. Glendale shall bear the costs of administering the Watermaster Services Agreement with the Watermaster and CVWD shall bear the costs of administering the Legal Services Agreement with the Special Counsel.
7. **Invoicing.** Glendale shall prepare and provide quarterly invoices to LADWP, Burbank, San Fernando and CVWD, for the costs of the Watermaster's services as herein agreed. CVWD shall prepare quarterly invoices to LADWP, Glendale, Burbank, and San Fernando for the costs of the Special Counsel's services as herein agreed. Payments to be made under this Section shall be made within sixty (60) calendar days of receipt of invoice.
8. **Final Accounting.** Glendale shall prepare and provide a final accounting summary to LADWP, Burbank, San Fernando and CVWD for all costs incurred under the Watermaster Services Agreement and as herein agreed within sixty (60) calendar days following the expiration or termination of the Watermaster Services Agreement. The final accounting summary shall explicitly show all payments made by each of the Parties, and all payments made by Glendale to the Watermaster pursuant to the Watermaster Services Agreement. Within one hundred and twenty (120) calendar days following the date of expiration or termination of the Watermaster Services Agreement, Glendale shall reimburse LADWP, Burbank, San Fernando and CVWD, in accordance with the cost-sharing formula set forth in Section 6(A) of this Cost Sharing Agreement, for any overpayment made to Glendale for costs associated with the Watermaster's services based on the final accounting summary. CVWD shall prepare and provide a final accounting summary to LADWP, Glendale, Burbank and San Fernando for all costs incurred under the Legal Services Agreement and as herein agreed within sixty (60) calendar days following the expiration or termination of the Legal Services Agreement. The final accounting summary shall explicitly show all payments made by each of the Parties, and all payments made by CVWD to the Special Counsel pursuant to the Legal Services Agreement. Within one hundred and twenty (120) calendar days following the date of expiration or termination of the Legal Services Agreement, CVWD shall reimburse LADWP, Glendale, Burbank and San Fernando in accordance with the cost-sharing formula set forth in Section 6(A) of this Cost Sharing Agreement, for any overpayment made to CVWD for costs associated with the Special Counsel's services based on the final accounting summary.
9. **Right to Audit.** During the term of this Cost Sharing Agreement, and for a period of four (4) years after this Cost Sharing Agreement expires or is terminated, Glendale shall maintain, and shall contractually require the Watermaster to maintain all records, books, papers and documents reflecting

costs incurred and payments made pursuant to this Cost Sharing Agreement and the Watermaster Services Agreement. At all reasonable times, Glendale shall allow, and shall contractually require the Watermaster to permit each of the Parties to have access to, examine, copy and audit such records. This Section shall survive the expiration or termination of this Cost Sharing Agreement.

CVWD shall maintain, and shall contractually require Special Counsel to maintain all records, books, papers, and documents reflecting costs incurred and payments made pursuant to this Cost Sharing Agreement and the Legal Services Agreement. At all reasonable times, CVWD shall allow, and shall contractually require the Special Counsel to permit each of the Parties to have access to, examine, copy, and audit such records. This Section shall survive the expiration or termination of this Cost Sharing Agreement.

10. General Provisions.

- A. Assignment. This Cost Sharing Agreement shall not be assigned by any Party.
- B. Attorney's Fees. Each Party has been represented by legal counsel in the course of this negotiation of this Cost Sharing Agreement. Should legal action be instituted by any Party to this Cost Sharing Agreement, to enforce or interpret any provision of this Cost Sharing Agreement, all Parties shall bear their own attorneys' fees.
- C. Authorizations. All individuals executing this Cost Sharing Agreement on behalf of the respective Parties certify and warrant that they have the capacity, and have been duly authorized to so execute this Cost Sharing Agreement on behalf of the entity so indicated.
- D. Construction. The provisions of this Cost Sharing Agreement shall be liberally construed to effectuate its purposes. The language of this Cost Sharing Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this Cost Sharing Agreement.
- E. Counterparts. This Cost Sharing Agreement may be executed in up to five (5) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Entire Agreement. In conjunction with the matters considered herein, this Cost Sharing Agreement contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated herein. This Cost Sharing Agreement may be modified, altered or amended only by an instrument in

writing, executed by the Parties to this Cost Sharing Agreement, and by no other means. Each Party waives its right to claim, contest, or assert that this Cost Sharing Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

G. Good Faith. The Parties agree to exercise their reasonable best efforts and utmost good faith to effectuate all the terms and conditions of this Cost Sharing Agreement, and to execute such further instruments and documents as are necessary or appropriate, to effectuate all of the terms and conditions of this Cost Sharing Agreement.

H. Notices. All notices, approvals, acceptances, demands and other communication required or permitted under this Cost Sharing Agreement, to be effective, shall be in writing and, unless otherwise provided herein, shall be deemed validly given on the date: 1) personally delivered to the address indicated below, or 2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office, or 3) one business day after the dispatch date by overnight delivery service, or 4) on the date of transmission by facsimile to the number provided below. All notices, demands, or request shall be addressed to the following:

LADWP: Evelyn Cortez-Davis, Assistant Director of Water Resources
Los Angeles Department of Water & Power
111 North Hope Street, Room 1352
Los Angeles, California 90012-2607
Facsimile: (213) 367-1131

With copies to:
Rafael Villegas, Waterworks Engineer
Los Angeles Department of Water & Power
111 North Hope Street, Room 1350
Los Angeles, California 90012-2607
Facsimile: (213) 367-1127

Glendale: Michael De Ghetto, Chief Assistant General Manager
Glendale Water & Power Department
141 North Glendale Avenue, 4th Level
Glendale, California 91206-4496
Facsimile: (818) 552-2852

Burbank: William Mace, Assistant General Manager
Burbank Water & Power Department
164 West Magnolia Boulevard
P.O. Box 631
Burbank, California 91503-0631
Facsimile: (818) 238-3508

San Fernando: Tony Salazar, Public Works Superintendent
City of San Fernando
117 Macneil Street
San Fernando, California 91340-2993
Facsimile: (818) 361-6728

CVWD: David Gould, P.E., District Engineer
2700 Foothill Boulevard
La Crescenta, California 91214-3516
Facsimile : (818) 248-1659

Any Party may change its address by giving the other Parties written notice of its new address as provided above.

- I. Successors. This Cost Sharing Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors.
11. Waiver. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a waiver or consent in the future except to the extent specifically stated in writing. No waiver shall be binding unless executed in writing by the Party making the waiver, based on a full and complete disclosure of all material facts relevant to the waiver requested.
12. Governing Law. This Cost Sharing Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the City of Los Angeles and State of California, without regard to conflict of law principles.
13. Severability. If one or more of the provisions contained in this Cost Sharing Agreement are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.

14. **Headings.** Section headings in this Cost Sharing Agreement are included for convenience of reference only and shall not be given any substantive effect.

[Signatures appear on the following pages.]

EXHIBIT “A”

I. SCOPE OF SERVICES

The ULARA Watermaster will be responsible for fulfilling the duties as generally outlined in the Judgment, including the specific duties described in Section 8 of the Judgment. Also, the ULARA Watermaster will be responsible for the duties described below, which include some of the items noted in the Judgment, as well as additional services.

The ULARA Watermaster and its support staff need to be responsive, approachable, and professional when interacting with the various members of the Committee, staff of the respective Committee member's agencies, and the public as a knowledgeable hydrologist and representative of the Committee. The Watermaster's work product must be timely, accurate, and professional in its presentation. Many of the Watermaster's duties relate to creating reports and reporting, and it is a requirement that the Watermaster retain and provide sufficient staffing levels to complete these items on time.

The Committee also selects and hires separate legal counsel (outside counsel) to assist the Watermaster under a separate RFP and agreement process. The Watermaster will need to work with that counsel on ULARA matters, and the Watermaster will also need to work with the various Committee members and their legal counsel when requested.

The Committee members separately agree and contribute to payment for services, and each Watermaster invoice is routed to the Committee members for review once submitted to GWP prior to payment. The Watermaster will need to have sufficient financial resources to maintain operations and service to allow for up to 90 days of payment processing.

a. Mobilization and Transition

- i. The first task will be for the successful Proposer to transition into the role and become familiar with the established process, procedures, and background information related to ULARA. Please describe your firm's approach to this task in your proposal and the anticipated cost and hours for this task.
- ii. Provide a description of what your proposed method of closing out duties as the ULARA Watermaster would be at the end of the PSA.

b. Regular Watermaster Services

Regular Watermaster services include the items noted in the Judgment, the ULARA Policies and Procedures, and as described below. Include your proposed approach and associated staffing plan and commensurate cost for these "regular services."

- i. Assist the Court with its administration and enforcement of the terms of the Judgment.
- ii. Appear before the Superior Court and present status reports to the judge in Status Conference Hearings held two to three times per year, as well as attend and provide reports and information as may be required for any other scheduled hearings. Prepare any filings required in connection with the Superior Court proceedings with assistance from outside counsel.
- iii. Identify and account for groundwater pumping in ULARA.

- iv. Account for spreading operations within ULARA.
- v. Prepare and publish the annual ULARA Watermaster Report, including proactively gathering the necessary information from all parties. The ULARA Watermaster Report is due on May 1 each year to the Court.
- vi. Prepare and publish the annual ULARA Pumping and Spreading Plan (five-year forecast), including pro-actively gathering the necessary information from all parties. The ULARA Pumping and Spreading Plan is due on July 1 each year to the Court.
- vii. Attend the quarterly Committee meetings. Prepare and distribute the agenda and prepare minutes (including drafts) for the meetings. Also schedule and confirm the dates of each meeting with the Committee members.
- viii. Attend meetings with the U.S. Environmental Protection Agency (EPA), Los Angeles Regional Water Quality Control Board, potentially responsible parties, and others regarding water quality management activities in ULARA, as directed by the Committee.
- ix. Respond to miscellaneous requests for information and prepare correspondence.
- x. Respond to requests for information by the parties (individually or collectively).
- xi. Participate in and initiate technical committees, as directed by the Committee.
- xii. Participate in Los Angeles/Burbank/Glendale OU status meetings with EPA, as directed by the Committee.
- xiii. Participate as the representative for ULARA at industry and groundwater associations, as directed by the Committee.
- xiv. Attend groundwater association conferences as the representative for ULARA, as directed by the Committee.
- xv. Review, investigate, and respond to requests for extracting groundwater from ULARA
- xvi. Periodically update and amend the ULARA Policies and Procedures per Section 8.2.5 of the Judgment in cooperation with the Committee.
- xvii. Perform other duties as described in the Judgment.

II. WATERMASTER SUPPORT SERVICES

Watermaster support services include general items not covered in the Regular Services section that support the overall operations of the Watermaster office and administration of the Judgment.

- a. Track and maintain all Watermaster documents, including correspondence with the Watermaster office, and select documents for archive and storage in the Watermaster Library.**

- b. Compile and maintain technical data and information databases related to the characterization of the hydrogeology of the ULARA.**
- c. Prepare and submit annual Watermaster budgets for Committee approval.**
- d. Provide as-needed administrative support services for the Watermaster tasks.**
- e. Provide, install, operate and maintain groundwater elevation and water quality monitoring equipment, as approved by the Committee.**
- f. California Statewide Groundwater Elevation Monitoring (CASGEM) Program**
 - i. Act as the official monitoring entity for the ULARA groundwater basins.
 - ii. Collect, organize, properly format, and upload water level data to the CASGEM website. Such data uploads are required to occur at a minimum frequency of twice per year (April and October), as outlined in the ULARA CASGEM Monitoring Plan.
 - iii. Update and submit the ULARA CASGEM Monitoring Plan to the Department of Water Resources (DWR) for approval, as needed.
 - iv. Attend any CASGEM- specific public meetings that may be held by the DWR, as directed by the Committee.

g. Salt and Nutrient Management Plan

The ULARA SNMP development and submittal is anticipated to be completed prior to the execution of the PSA. However, any ongoing ULARA SNMP activities will be a responsibility of the Watermaster.

h. Sustainable Groundwater Management Act (SGMA)

- i. Represent ULARA on SGMA reporting issues, including attendance at State Water Board SGMA hearings, as directed by the Committee.
- ii. Stay aware of SGMA-related legal and regulatory developments and report to the Committee on issues related to SGMA, as such relates to the ULARA.
- iii. Comply with all SGMA-related mandates and deadlines, including filing the SGMA Compliance Report due annually on April 1 to DWR.

i. Web-Page and Public Documents

Maintain the Watermaster website. Update website content as necessary, including ownership of the domain name "ULARAWatermaster.com" and payment of regular service fees to a webhosting company, and update website content as necessary.

j. Retention of Specialized Sub-Consultants

Hire specialized sub-consultants, as needed and accepted by the Committee. Note that only direct charges of sub-consultants will be allowed, and no mark-ups will be permitted. Direct charges are allowed for management, oversight, and administration of sub-consultants, including reviewing and processing sub-consultant work products and invoices.

k. Low Impact Development (LID)

Review LID-related storm water infiltration projects proposed within the ULARA, on an as-requested basis by individual agencies to provide recommendations about the appropriateness of stormwater infiltration in areas proximal to groundwater contaminant plumes and groundwater remediation activities. Please provide your proposed staffing level and cost for conducting LID reviews for a project using a “desk analysis” and for a project requiring “field analysis.”

l. Stormwater Recharge

Provide technical and general support for evaluating the effectiveness of proposed stormwater recharge planning activities within ULARA.

m. Services Provided by Others

LADWP will continue to provide groundwater modeling services for ULARA.

FEE SCHEDULE FOR WATERMASTER SERVICES, 2018 THROUGH 2020

The following lists our estimated total costs for each listed task above for the forthcoming three year period of 2018 through 2020, inclusive.

Description Amount

Task 1: Migration Services \$ 55,000.00

This amount is an approximate estimate based on the Task 1 services, and is considered a “not-to-exceed” amount, due to the fact that the Task includes “On-Call” services that could accrue on a time-and-expense basis for perhaps ± 1 year.

Task 2: Regular Watermaster Services \$1,024,000.00

Task 3: Watermaster Support Services \$ 697,000.00

Estimated 3-Year Total Cost for Tasks 2 and 3 ONLY: \$1,721,500.00

SCHEDULE OF CHARGES & CONDITIONS

Professional Services Hourly Rates

Principal Groundwater Geologist	\$260.00
Senior Groundwater Geologist	\$194.00
Staff Groundwater Geologist	\$156.00
Field Geologist/Geologic Logging	\$103.00
Clerical, Graphics and GIS Work	\$ 86.00

Field Equipment Charges

Pressure Transducers (water level & barometric \$ 50.00/wk pressure monitoring during pumping tests)
Electric Tape Water Level Probe \$ 25.00/day
Field Water Quality Probe (T, pH, EC) \$ 50.00/day

Litigation, Depositions and Testimony

Depositions and trial testimony are charged at twice the hourly rate (4-hour minimum/day).

Travel Time and Mileage

Travel time for meetings and/or to job sites will be charged at our standard hourly rates.
Mileage is charged at the rate of \$0.535 per mile as of January 2017.

Outside Services

All services not ordinarily furnished by RCS, including subcontracted services (i.e., water quality laboratory testing), delivery services, reproduction and printing, etc, are billed at cost.
Reproduction costs for large format printing, and/or high volume reproduction and binding of hard copy reports performed in-house by RCS staff, will be billed at rates similar to comparable outside services.

Conditions

Invoices are issued on a monthly basis. A service charge of 1½% may be payable on any amount not paid within 90 days. Any attorney fees or other costs incurred in collecting delinquent charges shall be paid by the client.

Client will furnish rights-of-way to land as required for field visits and field operations, such as sampling or testing of water wells.

EXHIBIT “B”

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and effective January 1, 2015, between Richard C. Slade, Upper Los Angeles River Area Watermaster ("ULARA Watermaster"), Downey Brand Attorneys LLP ("Attorneys"), and Crescenta Valley Water District ("CVWD").

RECITALS

ULARA Watermaster is a court-appointed Watermaster, designated by the Superior Court of Los Angeles in the matter of *City of Los Angeles v. City of San Fernando, et al.*, Case No. C650079 ("San Fernando Judgment"). ULARA Watermaster assists the Court in its administration and enforcement of the provisions of the San Fernando Judgment and any subsequent orders of the Court entered pursuant to the Court's continuing jurisdiction. ULARA Watermaster serves the Court and the Administrative Committee.

CVWD, along with the Cities of Burbank, Glendale, Los Angeles and San Fernando (collectively, the Administrative Committee Members) are parties to the San Fernando Judgment and are the members of the Administrative Committee.

ULARA Watermaster desires to engage the services of Attorneys for representation of the ULARA Watermaster, on an as needed basis, in connection with the San Fernando Judgment. Attorneys' services are desired to: assist the ULARA Watermaster, as needed by the ULARA Watermaster, in consultation on matters of concern regarding the enforcement and interpretation of the San Fernando Judgment; prepare opinions on conjunctive use and storage rights; assist in the preparation of amendments to the Policies and Procedures to the Judgment; and provide representation for the ULARA Watermaster in proceedings related to the enforcement of the San Fernando Judgment.

Attorneys will be paid by CVWD, which will be reimbursed by the other Administrative Committee Members pursuant to a separate agreement.

Attorneys represent that they are duly licensed in the State of California, and admitted to practice before the courts of the State of California and render services as provided herein.

Attorneys further warrant that Kevin M. O'Brien, Esq., and Meredith E. Nikkel, Esq. of the Attorneys' firm shall serve as special counsel to the ULARA Watermaster and that both are experienced and capable of performing the types of tasks hereunder in a professional and competent manner.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, it is mutually agreed as follows:

I. TERM

The term of this Agreement shall commence on the date of execution hereof by ULARA Watermaster and Attorneys, and unless sooner terminated pursuant to the provisions hereof, shall continue until December 31, 2017, subject to renewal for a three-year period thereafter by consent of the Administrative Committee Members.

II. SERVICES

Representation by Attorneys shall include, but not be limited to: assist the ULARA Watermaster, as needed by the ULARA Watermaster, in consultation on matters of concern regarding the enforcement and interpretation of the San Fernando Judgment; preparing opinions on conjunctive use and storage rights; assisting in the preparation of amendments to the Policies and Procedures to the Judgment; and providing representation for the ULARA Watermaster in proceedings related to the enforcement of the San Fernando Judgment. During the term of this agreement, Attorneys shall perform the duties, responsibilities and tasks under this Agreement as assigned by the ULARA Watermaster in a competent, professional and prompt manner.

In order to enable Attorneys to render these services effectively, ULARA Watermaster shall be truthful with Attorneys and shall be reasonably available to attend meetings and participate in conference calls.

III. GENERAL PROVISIONS

A. Account Responsibility—Attorneys

Attorneys shall designate a Relationship Partner, to exercise oversight responsibility for adherence to this Agreement. The Relationship Partner shall be Kevin M. O'Brien, Esq.

B. Account Responsibility—ULARA Watermaster

ULARA Watermaster shall exercise oversight responsibility for adherence to this Agreement.

C. Conflicts of Interest

Attorneys shall not undertake or continue any representation of the ULARA Watermaster until any and all potential conflicts of interest has been identified and resolved or waived in writing by the ULARA Watermaster, as well as any and all counsel for the Administrative Committee Members. ULARA Watermaster acknowledges that Attorneys represent the City of Los Angeles in certain matters unrelated to ULARA and consents to such representation.

D. Coordination Between Attorneys and ULARA Watermaster

It is the objective of the ULARA Watermaster to channel all communications with Attorneys through Kevin O'Brien and Meredith Nikkel in order to consolidate direction of strategies and reduce expenses by eliminating redundant communications. Meaningful and timely communications are critical.

ULARA Watermaster does not require routine status reports on any arbitrary basis (for example, quarterly status reports to the Court). Instead, ULARA Watermaster expects Attorneys to communicate with ULARA Watermaster as soon as any developments occur and prior to undertaking any substantial legal work such as research or motion practice. Telephone and e-mail provide the most effective means of timely communication.

All correspondence and other documents must be sent to the ULARA Watermaster immediately upon receipt or preparation. Any documents prepared by Attorneys on behalf of the ULARA Watermaster must, whenever possible, be forwarded to the ULARA Watermaster in draft form for review prior to sending or filing. ULARA Watermaster requires complete copies of all final pleadings and all documents for its files, including internal correspondence.

E. Confidentiality and Media Contact

In no case should Attorneys speak with members of the media, local or national, concerning the San Fernando Judgment and any and all matters relating to any work tasks requested by the ULARA Watermaster, unless expressly permitted by the ULARA Watermaster.

F. Most Favored Nations

Attorneys represents that, as of the date hereof, the rates set forth in Section VI(A), below, and the other economic terms and conditions provided in this Agreement, taken individually, are at least as favorable to ULARA Watermaster as those provided to any other client of Attorneys for similar work (other than pro bono clients).

If during the term of this Agreement (including any extension or renewal) Attorneys have in effect or places into effect with any client (other than a pro bono client) a lower rate or other more favorable economic term or condition than provided under this Agreement (a "More Favorable Provision"), Attorneys will promptly offer such More Favorable Provision, unconditionally, to ULARA Watermaster by providing written notice thereof to ULARA Watermaster (an "MFN Notice") and, at ULARA Watermaster's election, this Agreement will be deemed to have been modified to provide ULARA Watermaster with such More Favorable Provision from the date such provision is effective for Attorneys' other client. Notwithstanding anything herein to the contrary, Attorneys' failure to provide ULARA Watermaster with an MFN Notice will not limit or otherwise impact ULARA Watermaster's right to enjoy the benefits of the applicable More Favorable Provision(s).

IV. STAFFING

A. Assignments of Personnel

Each lawyer or legal assistant assigned to perform legal services for the ULARA Watermaster pursuant to this Agreement, should have a reason for being involved, such as the required expertise in a specific area of the law, and make a clear contribution. ULARA Watermaster supports the use of associates and paralegals; however, the use of associates and legal assistants should replace partners' time and reduce total billing, not increase total billings. ULARA Watermaster will not pay for non-attorney's time, such as a law clerk, to perform legal services, without prior approval. On the other hand, it may be more economical at times to use an experienced attorney who can dispose of a matter without the detailed research required by a less experienced attorney. Once representation has begun, the lead attorney should consult with the ULARA Watermaster before adding staff to handle an increasing workload. If it becomes necessary to add additional attorneys or substitute an attorney, Attorneys should consult with the ULARA Watermaster before doing so.

B. Training

This Agreement will not authorize pay for the "downtime" or "learning" time that may result from any staffing change by Attorneys. In addition, this Agreement shall not authorize and not pay for the training of Attorneys' personnel.

C. Duplication of Effort

Billing for "conference" or "instruction" time with other attorneys in Attorneys' firm, or for preparation and review of internal memoranda will not be paid except in extraordinary situations approved in advance. Often, the savings envisioned by the use of an associate are lost if conference time is required for instruction. ULARA Watermaster realizes that duplication of tasks and resulting inefficiencies can often be avoided by a few hours of Attorneys' direct effort. Unless otherwise approved in advance, only one attorney is authorized to attend depositions, court appearances, meetings, conferences and the like on the ULARA Watermaster's behalf. During critical adversary states of litigation, should they occur, a partner or experienced associate from Attorneys' firm should attend.

D. Outside Services

Expert witnesses, consultants and investigators should not be engaged without ULARA Watermaster's prior approval. Use and selection of outside professional services must be approved in advance by the ULARA Watermaster. Support services within the ULARA Watermaster's organization or means should be used when it is reasonable and cost-effective to do so.

V. BUDGETS

The budget approved and allocated for Attorneys' services shall be in the not-to-exceed amount of seventy five thousand dollars (\$75,000) per year. All work shall be performed on an as-needed basis at the specific request of the ULARA Watermaster. If at any time after submission of the budget it becomes apparent that the budget is or may be exceeded, Attorneys shall promptly notify the ULARA Watermaster, before the existing annual budget is exceeded.

VI. BILLING AND FEES

A. Fees

Attorneys agree that they will bill for services provided to the ULARA Watermaster pursuant to this Agreement at the Attorneys' most favorable rate charged to public agencies for similar services, at the hourly rate of \$375 per hour for Kevin O'Brien, and \$310 per hour for Meredith Nikkel.

Unless otherwise agreed by ULARA Watermaster, fees and expenses to be paid to Attorneys shall not exceed \$75,000 per year in the aggregate. When 85% of the maximum amount has been billed, Attorneys shall provide written notice to the ULARA Watermaster that they have expended 85% of the maximum limit. In no event shall the maximum limit be expended without prior authorization of the ULARA Watermaster.

B. Billing

Bills should reflect actual time expended in units of not more than one-tenth of an hour.

Billing rates are subject to an annual adjustment on November 1 of each year, based on a percentage equal to the percentage increase in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers as measured from September of the previous calendar year to September of the current calendar year for United States City Average (1982-84=100). This annual adjustment is limited to a minimum of 0 percent and a maximum of 5 percent per year and is subject to the overall contract caps as set forth in this Agreement.

Invoices shall be sent on a monthly basis to the ULARA Watermaster for approval. Once approved, the ULARA Watermaster shall forward said invoices to CVWD for processing and payment.

C. Billing Requirements

1. Separate Invoicing for Each Matter

Unless ULARA Watermaster has made other arrangements, separate invoices should be presented monthly for each matter within 30 days after the end of the month.

Each invoice shall show the amount of services rendered during the billing period, the fee for such services, and the amount of reimbursable expenses.

The invoice shall be accompanied by a separate invoice support statement that briefly describes the name of the attorney who did the work, the date the work was done, the time expended, a description of the services performed and the amount charged per hour, along with any itemized reimbursable expenses. The invoice support statement shall be marked "Confidential—Attorney-Client Privilege." The invoice may be subject to disclosure pursuant to the California Public Records Act.

Each line entry on the invoice shall reflect a single activity. Line entries that include more than one activity and a total time for those activities will experience payment delays while the individual activities are analyzed to determine reasonableness. Time spent on preparation of the billing statements should be considered part of overhead and not be billed to the ULARA Watermaster. Copies of all internal memoranda of fact or law, correspondence, and pleadings filed with the court must be sent to ULARA Watermaster for the period covered by the invoice.

2. Non-Billable Items

Attorneys shall not be paid for:

- (a) Meetings or conversations involving Attorneys, legal assistants and other personnel from the same firm, unless such meetings or conversations are an essential part of an activity directly related to the legal engagement.
- (b) Legal research that has not been specifically requested or authorized in advance by the ULARA Watermaster.
- (c) Word processing, overtime charges, secretarial/clerical charges, normal photocopying, fax communications, local transportation, telephone charges, postage charges, books and subscriptions, computer research costs (i.e., Westlaw and Lexis), messenger charges, storage charges, file retrieval charges, computer labels, document binding and duplicating services at more than \$.10 per page, charges for office utilities, in-house conference rooms, use of library facilities and local meals not associated with necessary business meetings, charges for services such as catering, staffing, office planning and coordination or charges for background research and general education.

D. Auditing of Invoices

ULARA Watermaster and the Administrative Committee Members reserve the right to audit Attorneys' invoices to ensure compliance with this Agreement.

ULARA Watermaster may require Attorneys to furnish to the ULARA Watermaster all underlying billing documentation, including original receipts and time records, within ten days of written demand. In addition, Attorneys should maintain all billing documentation, including original records and draft bills, for one year after the matter concludes.

VII. TRAVEL

A. Travel

Attorneys will be reimbursed only for actual, necessary and reasonable travel expenses that have been incurred with ULARA Watermaster's prior permission. Air travel shall be at coach rates. Only coach class airfare, reasonable taxi charges and other ground transportation expenses, moderately-priced hotel accommodations and meals associated with out-of-town travel will be reimbursed. No personal incidental charges such as personal telephone or valet service will be reimbursed. Attorneys will not be reimbursed for entertainment. Travel costs should be listed separately on invoices, broken down by category, and copies of receipts associated with travel must be provided.

B. Travel Time and Work in Transit

Attorneys shall be entitled to bill for half the time spent in transit and/or travel time.

If work is performed for the ULARA Watermaster while traveling for the ULARA Watermaster, Attorneys shall bill for the actual time spent doing the work.

VIII. INSURANCE

A. When Attorneys sign and deliver this Agreement, and during this Agreement's Term, Attorneys shall furnish CVWD with insurance forms that fully meet the requirements of—and contain provisions entirely consistent with—this Article.

B. Commercial General Liability Insurance

Attorneys shall carry Commercial General Liability Insurance in a minimum amount of \$1,000,000, combined single limit.

C. Workers Compensation Insurance

Attorneys shall carry Workers Compensation Insurance as required by law.

D. Professional Liability Insurance

1. Without limiting Attorneys' liability and at its sole expense, Attorneys shall obtain, pay for, and maintain a Professional Liability insurance policy.
2. The Professional Liability policy must:
 - (a) Include "errors and omissions" coverage or "malpractice" coverage;
 - (b) Afford "practice specific" coverage;
 - (c) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) ONE MILLION DOLLARS (\$ 1,000,000) in the aggregate;
 - (d) Cover a claim or claims arising out of the negligent performance of professional services by:
 - (1) Attorneys;
 - (2) Attorneys' Subconsultant(s);
 - (3) Anyone for whose acts Attorneys or their Subconsultant(s) may be liable; and
 - (e) Provide coverage for the duration of this Agreement. Attorneys shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a minimum period of three years, with a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date.
3. Attorneys shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

E. General Requirements

1. Unless otherwise approved by CVWD, at all times, the insurance company issuing the policy must meet both of these requirements:
 - (a) It must be an "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
 - (b) It must carry an A.M. Best & Company minimum rating of "A-".
2. If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, Attorneys shall submit to CVWD with the final Application for Payment, all certificates and additional insured endorsements evidencing the coverages' continuation.

3. A deductible or self-insured retention is subject to CVWD's review and approval. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
 - (a) The amount of the deductible, or self-insured retention, or both;
 - (b) Whether a limit of insurance has been lowered by any pending or paid claim; and
4. The Commercial General Liability policy shall afford coverage for Contractual Liability, and:
 - (a) If Attorneys' insurance company adds the ULARA Watermaster and the Administrative Committee Members, and their respective officers, agents, employees, and representatives (collectively, "their representatives") as additional insureds, then for all acts, errors, or omissions of the ULARA Watermaster or any Administrative Committee Members, or their representatives, or both, that insurer shall:
 - (1) Pay those sums that ULARA Watermaster or Administrative Committee Members, their representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend and pay the costs of defending the ULARA Watermaster and Administrative Committee Members, their representatives, or both;
 - (b) ULARA Watermaster or Administrative Committee Members are not liable for a premium payment or another expense under Attorneys' policy.
5. At any time during the duration of this Agreement, CVWD may review this Agreement's insurance coverage requirements.
6. Attorneys shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CVWD specifies for any coverage that Attorneys must maintain after the Final Payment.
7. Attorneys shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew without arranging for comparable insurance coverage without lapse. Within ten (10) days after the renewal date, Attorneys shall deliver to CVWD evidence of the required coverage as proof that Attorneys' insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

8. At any time, upon CVWD's request, Attorneys shall furnish satisfactory proof of each type of insurance coverage required including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Attorneys' self-insurance program all in a form and content acceptable to CVWD.
9. If Attorneys hire, employ, or use a subconsultant to perform work, services, operations, or activities on Attorneys' behalf, Attorneys shall ensure that the subconsultant:
 - (a) Meets, and fully complies with, this Agreement's insurance requirements;
 - (b) Delivers to CVWD—for its review, or approval, or both all insurance policies, certificates, and endorsements that this Agreement requires; and
 - (c) Furnishes CVWD, at any time upon its request, with a complete copy of the subconsultant's insurance policy or policies for CVWD's review, or approval, or both.
10. Attorneys' failure to comply with an insurance provision in this Agreement constitutes a breach upon which ULARA Watermaster or CVWD may immediately terminate or suspend Attorneys' performance of this Agreement, or invoke another remedy that this Agreement or the law allows.

F. Attorneys' Submittal of Certificates and Endorsements

1. Attorneys shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When Attorneys signs and delivers the Agreement to CVWD, Attorneys also shall deliver:
 - (a) A "certificate of insurance" for each required liability insurance coverage;
 - (b) A complete copy of Attorneys' Professional Liability insurance policy, including all forms and endorsements attached to it.
2. CVWD will neither sign this Agreement nor issue a "Notice to Proceed" until CVWD has reviewed and approved the insurance documents. CVWD's decision as to the acceptability of all insurance documents is final. Unless Attorneys obtain CVWD's written approval, CVWD will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

IX. TERMINATION OF SERVICES

ULARA Watermaster shall have the right to terminate Attorneys services at any time upon written notice to Attorneys, and Attorneys shall immediately, after receiving such notice, cease to render additional services. At such time, Attorneys would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for disengagement, wind-down time or other costs incurred due to termination of this Agreement.

Notice given pursuant to the provisions hereof may be given by depositing the same in the United States mail, duly addressed and postage prepaid, and shall be deemed to have been given on the date of the mailing thereof.

Any such notice may be addressed to Attorneys at:

DOWNEY BRAND ATTORNEYS LLP

Attn: Kevin M. O'Brien, Esq.
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

And to ULARA Watermaster at:

Richard C. Slade, Watermaster
Richard C. Slade and Associates LLC
12750 Ventura Blvd., Suite 202
Studio City, CA 91604

And to Crescenta Valley Water District at:

Crescenta Valley Water District
Attn: Dennis Erdman, General Manager
2700 Foothill Blvd.
La Crescenta, CA 91214

X. VOLUNTARY ARBITRATION

The parties shall arbitrate any fee dispute under this Agreement. Such arbitration shall be held before the Los Angeles County Bar Association pursuant to California Business and Professions Code §6200. Subject to applicable bar rules, the prevailing party in any such arbitration shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Dated: December 12, 2014

ATTORNEYS:
DOWNEY BRAND ATTORNEYS LLP

By: _____
Kevin M. O'Brien, Attorney at Law

ULARA WATERMASTER

By: _____
Richard C. Slade, ULARA Watermaster

CRESCENTA VALLEY WATER DISTRICT

By: 
Dennis A. Erdman, General Manager

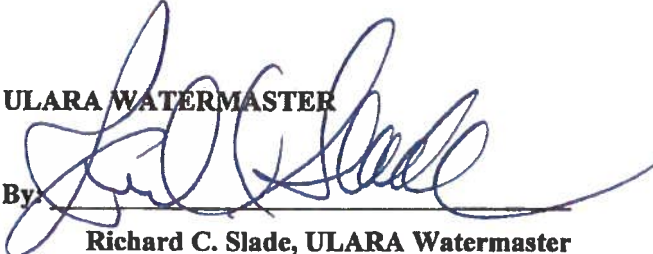
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Dated: _____

ATTORNEYS:
DOWNEY BRAND ATTORNEYS LLP

By: _____
Kevin M. O'Brien, Attorney at Law

ULARA WATERMASTER

By: 
Richard C. Slade, ULARA Watermaster

CRESCENTA VALLEY WATER DISTRICT

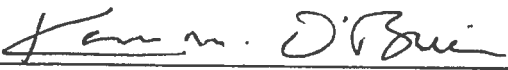
By: 
Dennis A. Erdman, General Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Dated: _____

ATTORNEYS:

DOWNEY BRAND ATTORNEYS LLP

By: 
Kevin M. O'Brien, Attorney at Law

ULARA WATERMASTER

By: _____
Richard C. Slade, ULARA Watermaster

CRESCENTA VALLEY WATER DISTRICT

By: 
Dennis A. Erdman, General Manager

EXHIBIT “C”

Los Angeles Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
CHRISTINA E. NOONAN
AURA VASQUEZ
BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT
General Manager

August 30, 2017

Mr. Michael DeGhetto
Glendale Water & Power
141 North Glendale Avenue
Glendale, California 91206

Dear Mr. DeGhetto:

Subject: Clarification of Watermaster Support Services Provided by the
Los Angeles Department of Water and Power

This letter serves to clarify the Watermaster-related support services that the Los Angeles Department of Water and Power (LADWP) will continue to provide. Effective January 1, 2018, LADWP agrees to:

1. Collect and compile groundwater production data for parties' current groundwater extractions chargeable to the groundwater entitlements of Los Angeles; Provide groundwater production summary tables to the Upper Los Angeles River Area (ULARA) Watermaster for incorporation into records accounting for total groundwater production in the basin
2. Provide groundwater modeling support work for monitoring and determining, among other things, groundwater basin storage and the migration of groundwater contamination
3. Notify and advise the ULARA Watermaster of physical solution agreements and stipulations affecting Los Angeles' water rights within ULARA

LADWP will continue to solely bear the cost of services provided by its own staff.

Putting Our Customers First 

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing Address: Box 51111, Los Angeles, CA 90051-5700
Telephone (213) 367-4211 www.LADWP.com

Mr. Michael DeGhetto

Page 2

August 30, 2017

If you have any questions, please contact Mr. Russell N. Pierson, Manager of Water Rights & Groundwater Management, at (213) 367-0763.

Sincerely,

A handwritten signature in blue ink, appearing to read "David R. Pettijohn", with a long horizontal flourish extending to the right.

David R. Pettijohn
Director of Water Resources

SH:yrq

c: Mr. Russell N. Pierson

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 5
November 14, 2017

To: Honorable President and Members of the Board of Directors
From: Ron L. Mitchell – Secretary-Treasurer
Subject: **District Banking**

ACTION ITEM

District Banking – Discussion regarding the District's banking relationship with Wells Fargo Bank.

BACKGROUND:

CVWD has been banking with Wells Fargo Bank for approximately 20 years and currently has three active accounts. These accounts are the General Fund Account, the Payroll Account, and the Bond Debt Service Account. The District also has 11 credit card accounts that consist of cards for six managers and five directors.

During this time, the District has experienced two incidents involving check fraud where someone has produced checks that have our logo and other information and signed by me. In both cases, Wells Fargo was very quick to recognize the irregularities and contacted us immediately to minimize the impact to both the District and the bank. In both cases the District was reimbursed for all fraudulent charges and we were not harmed. The District has not been impacted by any of the highly publicized banking practices attributed to Wells Fargo Bank.

RECOMMENDATION:

Staff has been satisfied with the level of service received from Wells Fargo Bank and find no compelling reason to change the District's banking relationship.

Prepared by:

Submitted by:

Ron L. Mitchell

Thomas A. Love, P.E.
General Manager

CRESCENTA VALLEY WATER DISTRICT

General Manager Report

GM Report

November 14, 2017

To: Honorable President and Members of the Board of Directors

From: Thomas A. Love, General Manager

Subject: **General Manager Report**

September General Managers Report Topics:

- Staffing
- GM Activities
- Finance
- Engineering and Operations

The following are some highlights in this month's report:

- First Quarter Budget Variance Report
- Cost Containment
- Groundwater Production
- Oak Creek and Well 2 Projects Under Construction

Submitted by:



Thomas A. Love
General Manager

STAFFING

The District currently has 33 full time employees and 5 unfilled (vacant) positions. Filling of any vacant position will be evaluated on a case by case basis. The employee's average tenure at the District is 16 years and average age is 50 years. Five to seven retirements are expected over the next three years.

Three employees have work anniversaries in November. Stephen Korejwo – 4 years, Alex Sandoval – 18 years and Ron Mitchell – 24 years.

As of November 9th the District has gone 1,248 Days without a lost time accident.

GENERAL MANAGER ACTIVITIES

Meetings:

Management staff meetings	- October 16 th , 23 rd , November 9 th
Great Shake-Out drill	- October 19 th
AFSME and labor matters	- October 26 th , November 2 nd , 6 th and 8 th
Water Smart Summit	- October 20 th – 31 st

FINANCE

Fiscal Year 2017/18 First Quarter Budget Review

Water Fund

The water fund financial performance over the first quarter of the fiscal year is summarized in the following table. Water demands are slightly below projections resulting in water sales revenue \$85,000 (3%) under budget. With water demands less than projected, purchased water expense is less than budgeted by \$137,000 (12%). Water sales revenue and purchased water expense variances are explained in greater detail in the next section.

Non-operating revenue is below budget primarily due to the lag time for receiving vs filing for grant reimbursements. Capital project expenses also show below budget, which is typical since construction of the bulk of capital improvements typically occurs in the third and fourth quarters. Water plant operations expense is \$17,000 (18%) over budget due to the purchase of additional laboratory equipment, additional water quality sampling, and additional chlorine to maintain a higher residual in the distribution system. All other expense categories are under budget for the first quarter.

Description	First Quarter Ending 9/30/17 25% of Budget (\$)	First Quarter Ending 9/30/17 Actual (\$)	First Quarter Ending 9/30/17 Variance (\$)
Water Operations			
Operating Revenues	3,367,649	3,347,148	(20,501)
Non-Operating Revenue ³	192,835	85,682	(107,153)
Revenues	3,560,484	3,432,830	(127,654)
Compensation and Benefits	762,075	726,932	35,143
Gen'l and Admin Expenses	180,625	147,148	33,477
Non-Operating Expense	87,875	87,570	305
Water Plant Operation Expense	95,825	112,817	(16,992)
Water System Expense	1,377,283	1,237,336	139,947
Distribution System Expense	266,007	235,242	30,765
Expenses	2,769,690	2,547,045	222,645
Revenue minus Expenses	790,794	885,785	94,991
W Capital Outlay & Equipment	30,000	0	30,000
W Capital Improvements	409,375	218,254	191,121
Principal Payment on Debt	54,750	54,750	0
OPEB Fund	25,000	100,000	(75,000)
Addition/(Reduction) to Working Cash	271,669	512,781	241,112

Operating revenues and water system expense quarterly budget seasonally adjusted to reflect seasonal variations in water demand and water purchases.

Capital improvements and grant revenue quarterly budgets adjusted to reflect projected construction activities and grant reimbursement lag time.

The net impact to reserves over the first quarter shows an addition of \$513,000 to reserves compared to \$271,000 budgeted in the quarter.

Water sales and imported water purchases

The Fiscal Year 2017/18 Budget assumptions for water sales revenue were based on a 5.2% increase in water demands over the prior fiscal year. During the first three months of this fiscal year, water demands are slightly less than budgeted resulting in water sales revenue is \$85,000 less than budgeted.

Wastewater Fund

The wastewater fund financial performance during the first quarter of the fiscal year is summarized in the following table. In total, operating revenues are on track. Within operating revenues, wastewater disposal sales are less than budgeted due to the timing of sales collections. Revenue from wastewater connection fees is \$33,000 higher than budgeted. This offsets the resultant increase for the City of Los Angeles treatment and disposal fee, which is \$37,000 over budget; revenues from connection fees are passed through to City of Los Angeles.

Description	First Quarter Ending 9/30/17 25% of Budget (\$)	First Quarter Ending 9/30/17 Actual (\$)	First Quarter Ending 9/30/17 Variance (\$)
Wastewater Operations			
Operating Revenues	785,918	789,030	3,112
Non-Operating Revenue	2,000	1,441	(559)
Revenues	787,918	790,471	2,553
Compensation and Benefits	395,212	350,837	44,375
Gen'l and Admin Expenses	70,888	54,194	16,694
Non-Operating Expense	213	120	93
Wastewater Operation Expense	16,381	12,060	4,321
Collection System Expense	15,193	17,060	(1,867)
Wastewater System Expense	304,000	341,655	(37,655)
Expenses	801,887	775,926	25,961
Revenue minus Expenses	(13,969)	14,545	28,514
WW Capital Outlay & Equipment	18,750	0	18,750
WW Capital Improvements	18,375	21,683	(3,308)
Addition/(Reduction) to Working Cash	(51,094)	(7,138)	43,956

The net impact to reserves over the first quarter shows a reduction of \$7,000 as opposed to the expected reduction of \$51,000. The smaller reduction is in part due to lower-than-budgeted labor and general and administration expenses over the quarter.

First Quarter Budget Review Summary

Given the explanations and reasons for the budget variances in the water and wastewater funds over the first quarter of the fiscal year the net addition to working cash in both funds are favorably exceeding budget expectations. However, these trends may not continue, and financial performance will continue to be monitored closely, with a particular focus on water demand over the lower demand winter months.

Cost Containment

Staff have been documenting actions to reduce cost and expenses in order to identify and quantify net savings. The following is a listing of these cost containment actions.

Savings Realized	FY 2017-18 Impact	Cumulative Impact
1. Bond Refinancing¹		
\$63,000 annually	\$63,000	\$1,260,000
Placement Agent fee: \$25,000 as opposed to \$30,000		\$5,000
Bond Counsel fee: \$30,000 as opposed to \$45,000		\$15,000
Municipal Advisor fee: \$0 as opposed to \$35,000		\$35,000
Avoidance of post-issuance compliance: \$1,200	\$1,200	\$24,000
2. CalPERS catchup - lump sum payoff of \$154,000	\$5,500	\$5,500
3. Cancel SCWC association membership²	\$850	\$4,250
4. Revise CWEA membership - remove three members²	\$545	\$2,725
5. Boring machine usage for lateral service installations³	\$26,197	\$130,983
6. Leak detection program⁴	\$154,633	\$427,894
7. Renegotiation of telecommunications contracts⁵	\$23,500	\$117,500
 Savings presented at August 10, 2017 Finance Committee meeting		
 Savings opportunities identified and pursued since August 10, 2017		
TOTAL SAVINGS:	\$275,425	\$2,027,852

Footnotes:

1) 20-year savings horizon

2) Assumed 5 years of future membership

3) Assumed 5 years of continued savings

4) 5-year savings horizon. 25% discount rate used for diminishing returns on savings for subsequent years

5) 5-year savings horizon

The savings in the table above are as of July 1, 2017, the beginning of the current fiscal year.

Staff will continue to identify and pursue savings opportunities and update the Finance Committee on an ongoing basis.

Investment Report

he effective yield for the Local Agency Investment Fund (LAIF) has slowly increased since 2014 to 1.11% in September. The LAIF yield has been less than 1% since August 2009.

Engineering and Operations

November 14, 2017
Staff Report

To: Thomas A. Love – General Manager
From: David S. Gould, P.E. – District Engineer
Subject: Engineering & Operations – October/November 2017

1. **Water Production Report**

- October 1 – 31 – Water production – 44%/56% split – 117.8 MG for the time period
- Average use – 4.9% greater than 2016 and 3.7% less than 5-yr average
- November 1 – 9 - Water production – 47%/53% split – 29.3 MG for the time period
- Average use – 0.9% less than 2016 and 10.2% less than 5-yr average

2. **Rainfall Update**

- 0.14" for October 2017
- Rainfall Total for Rainfall Year 2016/17 – 0.14"

3. **Report on Engineering**

- **CIP Projects**

- Ocean View Chloramination Project
 - Working with FMWD & LADWP on operational testing procedures & agreements
- Pipeline Project - 2700, 3000 & 3100 Blocks of Brookhill
 - Advertising for Bids
 - Pre-Bid Meeting – 11/15/17
 - Bid Opening – 12/6/17
- Pickens Canyon Crossing – Landscape Plan
 - Complete – Photos to be provided at next Board meeting
- Well 10 Rehabilitation
 - See staff report
- Oak Creek #1 & #2 Reservoir Rehabilitation
 - Construction start on Oak Creek #1 on 11/6/17
- Sewer Lift Station – Emergency Electrical Generator
 - Project out to bid

- **Nitrate Removal Treatment Facility at Well 2 Project**

- Construction started on 11/8/17

- **Crescenta Valley County Park Stormwater Recharge Facility Study**

- No Report

- **ULARA**

- See Staff Report

- **Grant Program**

- No Report

- **Leak Detection Survey**

- Complete

- **Water Meter Replacement Program**

- Replaced 127 meters to date

4. **Report on Administrative and Field Operations**

- **Wells - Status**

- Well production capacity – average was 1.9 MGD for October 2017

5. **Field Maintenance & Operations – October 14 – November 9, 2017**

- **Water Lateral Leaks & Repairs**

3214 Brookhill	5411 Ocean View	3222 Alabama
3134 Community	2804 Orange	2446 Orange
3117 Fairmount	4650 Rosemont	5533 Canyonside

- **Water Main Leaks**

- 4400 Block of Briggs Ave
- 3000 Block of Alabama Ave

- **Fire Hydrant Repair**

- No Report

- **Developer Job**

- No Report

- **Booster Pump Maintenance**

- No Report

- **Reservoir Maintenance**

- No Report

- **Sewer Maintenance – October/November 2017**

2600 - 2900 Blocks of Mayfield	2600 - 2900 Blocks of Fairway	2600 - 3100 Blocks of Montrose
4100 Block of La Crescenta	2600-2700 Blocks of Pine Lawn	4100 Block of Pennsylvania
5300 Block of Pineglenn		

CRESCENTA VALLEY WATER DISTRICT

WATER PRODUCTION REPORT

October 1 - October 31, 2017

Well Production:	40,713,470	Gals		
GWP Production:	9,471,000	Gals		
Gravity Production:	1,419,080	Gals	% GW	44%
Purchased Water:				
FMWD:	66,256,250	Gals		
City of Glendale:	0	Gals	% Import	56%
TOTAL:	117,859,800	Gals		
	361.70	ac-ft		
Glenwood Nitrate Water				
Reclamation Plant:*	6,900,000		*Included in Well Production	

WATER DEMAND COMPARISON

Time Period	Average Daily Usage (gals)	Current Period Change
October 1, 2017 - October 31, 2017	3,825,572	
October 1, 2016 - October 31, 2016	3,647,180	4.9%
5-yr Average - October 2012 - 2016	3,973,712	-3.7%

RAINFALL: October 1 - October 31, 2017

0.14"

Season-To-Date:

0.14"

2017/18 Fiscal Year Water Production			Groundwater Production Water Rights		GWP (Well 16) Water Production		Purchased Water Production Tier 2 Allocation	
Month	Actual Total Water Production (ac-ft)	Projected Total Water Production (ac-ft)	Month	Month	Month	Well Production (ac-ft)	Month	Imported Water Production (ac-ft)
July	394	390	October	129	January	31	January	102
August	382	395	November		February	27	February	82
September	361	385	December		March	29	March	141
October	362	365	January		April	28	April	195
November		330	February		May	29	May	218
December		290	March		June	28	June	217
January		260	April		July	29	July	235
February		260	May		August	31	August	239
March		295	June		September	29	September	226
April		325	July		October	29	October	203
May		365	August		November		November	
June		390	September		December		December	
Total to Date	1,498	1,535	Total to Date	129	Total to Date	291	Total to Date	1,859
Projected	4,013	4,050	Water Rights	3,294			Tier 2	2,154
% of Projected	37.0%	37.9%	% of Rights	4%			% of Allocation	86%
Remaining	2,552	2,515	Remaining	3,165			Remaining	295

NOTE:

1) Blue Numbers = Estimated Water Production

CRESCENTA VALLEY WATER DISTRICT

WATER PRODUCTION REPORT

November 1 - November 9, 2017

Well Production:	10,699,193	Gals		
GWP Production:	2,748,924	Gals		
Gravity Production:	326,650	Gals	% GW	47%
Purchased Water:				
FMWD:	15,484,375	Gals		
City of Glendale:	0	Gals	% Import	53%
TOTAL:	29,259,142	Gals		
	89.79	ac-ft		
Glenwood Nitrate Water				
Reclamation Plant:*	1,525,105		*Included in Well Production	

WATER DEMAND COMPARISON

Time Period	Average Daily Usage (gals)	Current Period Change
November 1, 2017 - November 9, 2017	3,251,016	
November 1, 2016 - November 9, 2016	3,281,172	-0.9%
5-yr Average - November 2012 - 2016	3,621,441	-10.2%

RAINFALL: November 1 - November 9, 2017

0.00"

Season-To-Date:

0.14"

2017/18 Fiscal Year Water Production			Groundwater Production Water Rights		GWP (Well 16) Water Production		Purchased Water Production Tier 2 Allocation	
Month	Actual Total Water Production (ac-ft)	Projected Total Water Production (ac-ft)	Month	Month	Month	Well Production (ac-ft)	Month	Imported Water Production (ac-ft)
July	394	390	October	129	January	31	January	102
August	382	395	November	113	February	27	February	82
September	361	385	December		March	29	March	141
October	362	365	January		April	28	April	195
November	285	330	February		May	29	May	218
December		290	March		June	28	June	217
January		260	April		July	29	July	235
February		260	May		August	30	August	247
March		295	June		September	29	September	226
April		325	July		October	29	October	203
May		365	August		November	28	November	144
June		390	September		December		December	
Total to Date	1,783	1,865	Total to Date	242	Total to Date	318	Total to Date	2,011
Projected	3,968	4,050	Water Rights	3,294			Tier 2	2,154
% of Projected	44.0%	46.0%	% of Rights	7%			% of Allocation	93%
Remaining	2,267	2,185	Remaining	3,052			Remaining	143

NOTE:

1) Blue Numbers = Estimated Water Production

Monthly Rainfall - 1970/71 - 2017/18 (Oct.- Oct.)

