

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 October 9, 2018 at 7:00 p.m.**

Posted: October 5, 2018 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 Adjourned Regular Meeting on September 25, 2018.

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. **Steel Reservoir Rehabilitation at Oak Creek #1 & #2 Reservoirs, Project E-970** – Consideration and motion to authorize the General Manager to amend the agreement with Harper & Associates Engineers, Inc for Quality Control Inspection Services as part of the rehabilitation of Oak Creek #2 Reservoir at a cost of \$45,760.
2. **TTHM Study and Disinfection Process Upgrades, Project E-995** - Discussion and update of CVWD's TTHM study and disinfection process upgrades.

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.

Board Members' Request for Future Agenda Items

Adjournment

**CRESCENTA VALLEY WATER DISTRICT
ADJOURNED REGULAR MEETING, BOARD OF DIRECTORS**

September 25, 2018

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District, made at the Regular Meeting on September 11, 2018, an Adjourned Regular Meeting was held on September 25, 2018, 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:	Nem Ochoa
Secretary-Treasurer:	Ron L. Mitchell
District Engineer:	David S. Gould
Others Present:	Mark Hass, IT Manager Christy Scott, Program Specialist Wendy Holloway, Customer Service Supervisor Dennis Maxwell, Operation & Maintenance Manager Brook Yared, Senior Engineer

PLEDGE OF ALLEGIANCE

President Bodnar opened the meeting by leading the Directors and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Tejeda, seconded by Director Claessens and carried by a 5-0 vote that the Agenda for the Adjourned Regular Meeting of September 25, 2018 be adopted as presented.

PUBLIC COMMENTS - None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – None

CONSENT CALENDAR

It was moved by Director Erickson, seconded by Director Putnam and carried by a 5-0 vote to approve the Minutes of the Regular Board Meeting held on September 11, 2018 and to ratify the disbursement for August 2018.

Payment of demands against the Crescenta Valley Water District on or before August 31, 2018 the same having been approved by the General Manager, Nem Ochoa and heretofore paid, be ratified and approved subject to audit, in the aggregate sum of Nine Hundred Forty-Four Thousand, Seven Hundred Seventy-Three Dollars and Four cents (944,773.04), which is composed of the individual items set forth herein.

ACTION CALENDAR

TTHM Mitigation and Disinfection Process Upgrades, Project E-995 – Mr. Gould reported on two options to bring the TTHM levels to below the target level of 64 ug/L. The first one is Operational changes. There are three factors that form TTHM in the reservoirs. 1) Water age – staff has looked at how we can reduce the amount of water stored and keep it at the fire safety level. 2) Chlorine residual levels - how can staff reduce to amount of chlorine injected at the Mills and Glenwood Plants to maintain a chlorine lever of 1.0 mg/L after breakpoint chlorination. 3) Water temperature, (especially in the upper zones) - staff has bench tested and it has shown higher temperatures (about 30c or 86 F) in the reservoirs that increase the TTHM formation in the water over time. The second option is Chloramine conversion. The office and field staffs have been trained on the use of chloramines and anticipated questions from the community. We had a public workshop on September 15, 2018, and the Systems Operators training for conversion to chloramines at the AWWA-CA-NV Section, chloramine, colorimeters and sample collections workshop. Also, staff has discussed the request at the Engineering Committee meeting on September 20, 2018 for the additional fees for consultants and the preliminary cost estimate to complete the conversion. It is staff's recommendation, and concurred by the Engineering Committee, to authorize the General Manger to select and negotiate with consultants and contractors for the installation of Chloramination systems at the Glenwood and Mills Plants for a cost not to exceed \$410,000 and to find this project exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301, Existing Facilities, of the CEQA Guidelines.

Following discussion:

It was moved by Director Putnam, seconded by Director Erickson and carried by a 5-0 vote to waive the Bid Procurement and Purchasing Policy per Article 18.01 of CVWD's Rules and Regulations and allow the General Manager to select and negotiate with consultants and contractors for the installation of Chloramination systems at the Glenwood and Mills Plants at a cost not to exceed \$410,000 and to find said project exempt from provisions of the California Environmental Quality Act (CEQA).

It was moved by Director Bodnar, seconded by Director Tejeda and carried by a 4-0-1 (Erickson abstained) vote to transfer \$410,000 from the MTBE Fund to fund this project.

INFORMATION ITEMS – None.

WRITTEN COMMUNICATIONS TO DISTRICT – Letter from Los Angeles County Registrar-Recorder County Clerk informing us that there will be no election held for Board of Directors.

REPORTS OF PERSONNEL

GENERAL MANAGER – Mr. Ochoa reported there are three items he will have staff update. Also we have 4 employee anniversary dates – David Inman - 2 years, Peter Hilke – 6 years, Brook Yared – 11 years, Bryan Jones – 23 years. We have worked 1, 564 days without a lost time accident.

Mr. Mitchell reported on the Directors Stipend Report. He also discussed the ACWA JPIA Risk Management Safety Report.

Mr. Maxwell gave a presentation with videos on the recently completed sewer Interceptor line cleaning.

ATTORNEY – No Report

REPORTS OF COMMITTEES

Engineering Committee – Mr. Gould reported that the Committee met on September 20, 2018 and discussed the Groundwater Wells & Well Capacity, the water main replacement on Brookhill St., Project E-982, the status of TTHM's study and upgrade to the disinfection system, Project E-995. The Committee will meet on October 18, 2018, at 9:00 a.m.

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

Employee Relations Committee – Director Erickson reported that the Committee had not met; however, a meeting will be scheduled as needed.

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

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

Emergency Planning Committee – Director Claessens reported that the Committee will meet on October 4, 2018 at 10:00 a.m.

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

DIRECTORS ORAL REPORTS

Director Bodnar – No Report

Director Claessens – No Report

Director Tejeda – No Report

Director Putnam – No Report

Director Erickson – No Report

ADJOURNMENT

There being no other business to come before the Board, at 8:17 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 October 9, 2018, at 7:00 p.m.

APPROVED

James D. Bodnar
President

Ron L. Mitchell
Secretary-Treasurer

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 1

October 9, 2018

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: **Amendment to Contract – Quality Control Inspection Services for Steel Reservoir Rehabilitation at Oak Creek #2 Reservoir, Project E-970**

ACTION ITEM:

Steel Reservoir Rehabilitation at Oak Creek #1 & #2 Reservoirs, Project E-970

Consideration and motion to authorize the General Manager to amend the agreement with Harper & Associates Engineers, Inc for Quality Control Inspection Services as part of the rehabilitation of Oak Creek #2 Reservoir at a cost of \$45,760.

BACKGROUND:

Crescenta Valley Water District (CVWD) owns two (2) 1.6 MG steel tanks at its Oak Creek Reservoir site located at 5041 Cloud Avenue which were built in 1958 and 1961.

- 1996 - Assessment performed by Harper & Associates Engineering, Inc. (Harper) determined that Oak Creek Reservoirs needed to be re-coated to extend the life of the steel tanks.
- 2001 - Re-coating and seismic structural upgrades were completed for both reservoirs.
- 2005 - Inspection showed random corrosion on the roof and rafters.
- 2011 - Inspection showed increased corrosion on the roof and rafters above the water line and the roof and structural elements were in poor condition.
- 2016 - Inspection showed that the condition of the roof, rafters and structural members above the water surface had deteriorated to a worse condition than seen in 2011.
- September 2017 – Contract awarded to Advanced Industrial Services (AIS) for \$869,300 to re-coat Oak Creek Reservoirs #1 & #2 & Contract awarded to Harper to provide Quality Control Inspection Services
- May 2018 – AIS completed rehabilitation of Oak Creek #1 Reservoir
- CVWD and AIS agreed to postpone the rehabilitation work at Oak Creek #2 until November 2018

DISCUSSION:

The Oak Creek #2 rehabilitation project was postponed to November 2018 at no additional cost to the District. Harper provided quality control inspection services for Oak Creek #1 that included inspection of structural modifications, removal and re-coating of the interior and exterior surfaces and the new cathodic protection system.

As part of the next phase of the project, staff requested a proposal from Harper to provide additional inspection service for Oak Creek #2. Harper provided a proposal on October 1, 2018 (see attached) for \$45,760, which included the same services as before for Oak Creek #2. CVWD's inspector will provide day to day construction administration for the project.

RECOMMENDATION:

Staff's recommendation is to amend the existing contract with Harper to provide the additional inspection services for Oak Creek #2 Reservoir. Harper's original contract for Oak Creek #1 was for \$79,740 and the amended contract will be for an additional \$45,760 for a total contract amount of \$125,500. The original contract included shop drawing review, pre-construction meetings and contract coordination.

Christina Olmedo is the project manager and Cory Whitman will provide daily construction administration. It is anticipated that construction will start in early November 2018 and should be completed towards the end of February 2019. Also, staff will be holding a community meeting on October 17, 2018 with the local residences about the construction activity during this period.

ENVIRONMENTAL REVIEW:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. This exemption covers the repair of existing facilities involving negligible or no expansion of existing use.

FUNDING AVAILABILITY:

There are sufficient funds available in the following FY 18/19 CIP account for this project:

Account Description	Amount
FY 17/18 Water CIP– Water Storage	\$900,000
FY 17/18 Request for Additional Funds	\$90,000
Revised Total - FY 17/18 Water CIP - Water Storage	\$990,000
FY 17/18 - Recorded Funds Use in FY 17/18 (Design, Contractor & Inspection)	\$515,785
FY 17/18 - Amount Remaining at end of FY 17/18	\$474,215
FY 18/19 - Water CIP - Water Storage	\$514,800
Amount remaining in AIS contract for Oak Creek #2	(\$432,393)
Harper - Quality Control Inspection Services	(\$45,760)
CVWD Construction Administration costs	(\$14,000)
Amount Remaining in Water CIP – Water Storage	\$22,647
Total Amount for Project E-970	\$1,005,938
Amount over/under Revised Total - FY 17/18	(\$15,938)

Prepared by:



David S. Gould, P.E.
District Engineer

Submitted by:



Nem Ochoa
General Manager

Attachments:

1. Harper proposal dated October 1, 2018



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312 Corona, CA 92881-8671
Phone (951) 372-9196 Fax (951) 372-9198
www.harpereng.com

PROPOSAL TO

CRESCENTA VALLEY WATER DISTRICT

FOR

ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ASSISTANCE AND

QUALITY CONTROL INSPECTION FOR A WATER STORAGE RESERVOIR

I. PROJECT DESCRIPTION

- A. The 1.6 MG water storage reservoir is located on a District-owned site in La Crescenta, California and are designated as the Oak Creek Reservoir No. 2.

B. SCOPE OF WORK – CONSTRUCTION ASSISTANCE

1. Assist District in conducting Pre-Construction Conference to enable all relevant parties to comprehend scope of project, implementation of specification and District requirements.
 - a. Prepare minutes of Pre-Construction Conference covering all aspects of contractor's questions and clarifications of project and present to all parties
2. Assist District in review and approval of Contractor submittals and project procedures. Rejected submittals would be supplemented with an explanation of the reason for rejection and requirements for re-submittal.
3. Prepare change orders as needed. The modifications communicated by change order would be fully documented with written descriptions of the work required.
4. Provide general inspection services as-needed for structural modifications to each of the reservoirs.
5. Review all contractor invoices, inspection reports, inspector estimates of percent completion and make recommendations to the District for payment of contractor as appropriate.
6. Assist District in final acceptance of project upon completion of all work by Contractor.

C. SCOPE OF WORK – QUALITY CONTROL INSPECTION

1. DAILY INSPECTION ACTIVITY REPORTS

- a. Reports shall identify daily start and stop times, size of contractors crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantity of materials used, work accomplished, periods of Contractor down time and cause, inspection procedures used and results, verification and recording of surface preparation, coating material “batch numbers” mixing, thinning, application and thickness. All entries shall be dated and timed.
2. SURFACE PREPARATION INSPECTION - Physical inspection of blast cleaned surfaces to verify compliance to specification, removal of dust, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions prior to and during all blast cleaning operations.
 - b. Surface will be observed throughout cleaning operations to determine compliance with specifications.
 - (1) Preliminary Cleaning -
 - (a) Surface will be inspected to verify removal of grease, oil, chemicals etc. after completion of solvent cleaning of surface.
 - (2) Abrasive Blast Cleaning -
 - (a) Inspect blasted surfaces at the end of each day's shift to determine compliance with specification. Physical tests for surface profile will be performed using a K-T Surface Profile Comparator. At completion of blast cleaning each shift, areas not meeting specification will be reblasted and tests again performed. This cycle will be repeated until surfaces are accepted for coating application.
 - (b) Upon completion of above inspection, dust and other surface contaminants will be removed as specified and surfaces visually and physically inspected for compliance to specification.
3. PRIME COAT INSPECTION - After approval of surface preparation, ongoing inspection monitors weather condition, Contractor's application equipment and its operation, mixing of primer and physical inspection of prime coat application, including spray techniques, cleanliness of surface, thickness, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions prior to and during all application operations.
 - b. Contractor's equipment is constantly monitored to determine operation

will not contribute to any degradation of application (oil, moisture, etc.)

- c. Coating materials are inspected for compliance to specification and all mixing/thinning operations are monitored.
 - d. Surfaces are re-inspected to verify no dust or other contaminants are on surface and remedial cleaning performed as required.
 - e. After approval of surface, application is carefully monitored to verify coatings are evenly applied at proper thickness and with no overspray to interfere with adhesion.
4. FINISH COAT(S) INSPECTION - After approval of prime coat application, ongoing inspection monitors weather condition, Contractor's application equipment and its operation, mixing of primer and physical inspection of prime coat application, including spray techniques, cleanliness of surface thickness, etc.
- a. Procedures outlined in 3. above are repeated during application of additional coats, including careful examination of areas where cleaning penetrated coating film to verify edges of film have not lifted, curled, etc. Where defects exists, additional cleaning will be performed to bring area into compliance with specification and area will be recoated as required.
5. FINAL INSPECTION - Requires input at conclusion of finish coatings to insure application and dry film thickness are in complete conformance to specification.
- a. DRY FILM THICKNESS TESTING:
 - (1) Prior to testing dry film thickness on any given day, Inspector will calibrate his instrument against N.B.S. metal plate standard. No plastic shims will be used. Instrument will be re-calibrated at the beginning of the afternoon session or at any time the instrument may have been subjected to impact against scaffold, structure, etc.
 - (2) The coating is tested to determine it has sufficiently dried to eliminate indentation of the probe into the coating, which subtracts mils from the correct reading. If the coating does deform, the testing will be postponed until the coating is firm enough to prevent deformation by the gauge.
 - (3) Dry film thickness measurements will be taken on 3' centers until it is determined deficient readings warrant more tests to truly indicate the thickness of the area. Testing will be performed as deemed necessary to accurately determine the thickness, regardless of what the Contractor may say. If widespread deficiencies are found, the Contractor will be advised to determine if they prefer to proceed with testing after additional material has been applied.
 - (4) After completion of the testing and after the Contractor has

recoated all of the deficient areas, tests on the recoated areas will be repeated until the minimum dry film thickness is obtained.

II. SCHEDULE

- A. Preparation of the specifications and inspection would be completed upon a mutually agreed schedule after execution of an agreement and receipt of Notice to Proceed.

III. DISTRICT RESPONSIBILITIES

- A. The District shall provide the following items, personnel and/or services to be utilized in connection with this work.
 - 1. All drawings and relevant records for the reservoir, as required.
 - 2. The District shall make available to the Consultant reasonable and timely staff input for purposes of conference discussion, reviewing submissions from the Consultant, providing factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the project completion schedule.
 - 3. The District shall provide access to Reservoir site upon request by the Consultant at time and in the manner mutually agreed upon as required to accommodate work of Consultant
 - 4. District will provide payment on monthly progress estimates to the Consultant based upon work accomplished during the previous month or portion thereof.

IV. WORK PRODUCT

- A. The District designee shall at all times have access to the work product of the Consultant while it is under preparation or in progress. Upon completion of the project, all drawings, documents and notes shall become property of the District, including all renderings, slides, sketches and correspondence.

V. DESIGNATED REPRESENTATIVES

- A. Project shall be under direct control of Ms. Krista Harper, P.E. It is understood the District's representative will be Ms. Christina Olmedo, who will provide the interface between the District's Staff and Consultant.

VI. COST ESTIMATE

- A. Based on previously noted Scope of Work CONSTRUCTION ASSISTANCE would not exceed \$6,400.
- B. Based on previously noted Scope of Work – QUALITY CONTROL INSPECTION estimated costs for performing services is \$39,360, based on project duration of (60) working days for interior coating and exterior painting for the reservoir.
 - 1. Inspection costs are based on an hourly rate of \$82.00 per hour. The estimate is based on Inspector working 8 hours per day, 5 days per week, Monday through

Friday. A 4-hour minimum will be charged for the inspector being on site.

2. If the Contractor accomplishes the work in less time the above cost will be reduced. Should the Contractor fail to achieve the schedule, project's completion would be extended accordingly, resulting in additional inspection time and costs.

C. Additional meetings and work as directed by District = Hourly basis or negotiated fee.

VII. INSURANCE COVERAGES

- A. Consultant will provide and maintain in full force and effect, while operating under an agreement with District, a comprehensive liability insurance policy which shall include bodily injury, and property damage coverage of \$2,000,000 combined single limit, automobile liability insurance with limits of \$2,000,000, worker's compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions professional liability policy with a minimum limit of coverage of \$2,000,000.

1. Above noted insurance Coverages are currently in force with Consultant.

VIII. INDEMNITY

- A. District shall hold Harper & Associates Engineering, Inc., harmless from any and all liability to perform beyond the exact confines of the services offered in this proposal.

IX. ACCEPTANCE OF PROPOSAL

- A. The cost estimate, terms and conditions of this proposal are valid for sixty days from receipt of proposal. Acceptance shall be deemed valid upon receipt by Harper & Associates Engineering, Inc. of the original proposal executed by the Engineer's authorized representative within noted time frame. Acceptance will be in whatever form is routinely used by District.

X. CONFIDENTIALITY OF PROPOSAL

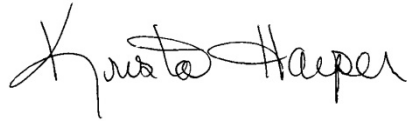
- A. The content of this proposal and any conversations with Consultant regarding this proposal are considered to be confidential and are not for publication, discussion or knowledge of any person or persons who are not employees of District.

XI. TERMINATION OF AGREEMENT

- A. District may terminate this agreement at any time prior to the completion of the services to be furnished by Harper & Associates Engineering, Inc., by giving a written notice of termination to Harper & Associates Engineering, Inc. in which event District shall only pay Harper & Associates Engineering, Inc. as provided herein for work done prior to receipt of such notice of termination, plus the necessary and reasonable cost of termination (not to exceed \$500.00).
- B. In the event District terminates this agreement, Harper & Associates Engineering, Inc. shall furnish District a copy of all work effort and product in process to the date of termination.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.

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

Krista Harper, P.E.
Vice President, Engineering

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 2
October 9, 2018

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: TTHM Mitigation and Disinfection Process Upgrades, Project E-995

ACTION ITEM:

TTHM Mitigation and Disinfection Process Upgrades, Project E-995 - Discussion and update of CVWD's TTHM study and disinfection process upgrades

BACKGROUND:

The District uses chlorine as a disinfectant to treat drinking water. Chlorine can create disinfection by-products during treatment, known as total Trihalomethanes or TTHMs, as it reacts with naturally occurring organic matter in untreated water from imported water supplied by FMWD/MWD from either the Colorado River (CRW) or the State Water Project (SWP). The typical water supply blend for CVWD is 60% groundwater and 40% imported water. The water supply blend is now closer to 30% groundwater and 70% imported water.

CVWD has seen a steady rise in the concentration of TTHMs because CVWD is using more imported water as groundwater levels have not yet recovered from the latest drought. The increase in imported water, coupled with the additional chlorine required to maintain a chlorine residual in the system has led to an increase in TTHMs in the distribution system.

Past Actions:

- o August 14, 2018 – discussion by Dr. Issam Najm of WQTS on TTHMs and Chloramines. Staff awarded a \$10,000 consulting services contract to WQTS for initial study and evaluation.
- o August 28, 2018
 - Awarded a contract to WQTS for \$99,800 for chloramine conversion, public outreach, staff and operator training, Department of Drinking Water (DDW) permitting support, development of necessary mitigation plans, and preparation of 30% design plans.
 - Staff awarded a contract to Hazen and Sawyer for \$9,971 to perform bench testing of CVWD's source water to determine proper breakpoint chlorination and formation of TTHMs.
- o September 11, 2018
 - Staff, WQTS and CV Strategies finalized and mailed out the brochure with a list of frequently asked questions.
 - Staff posted information on website and press release sent to CV Weekly and Glendale Newspress.
- o September 15, 2018 – Public Workshop at the Glenwood Plant.
- o September 25, 2018
 - Authorized General Manager to select and negotiate with consultants and contractors for the installation of chloramination systems at the Glenwood and Mills Plants for \$410,000.
 - Award contract to John Robinson Consulting (JRC) for \$45,225 for contract and construction administration for the new ammonia injection system.
 - Amended contract with WQTS for \$44,240 for additional design work by Carollo Engineers.

DISCUSSION:

Staff and its consultants have been working together to bring the TTHM levels in all the reservoirs below the target level of 64 ug/L. Operations staff over the last two weeks has continued with the following adjustments to the distribution system:

- 1) Water Age – Reduced the amount of water stored in each reservoir.
- 2) Chlorine residual levels – Reduced the amount of chlorine injected at the Mills and Glenwood Plant to maintain a chlorine level of 1.0 mg/L after breakpoint chlorination.

The results from these changes show that the TTHM levels have reduced or stayed with the limits as shown on the attached charts for each reservoir site. Overall, the TTHM levels are within the limits except for Goss Canyon Reservoir (Zone 6).

Staff met with WQTS to discuss the results and the next steps to take. It was agreed that we should maintain the current operations with free chlorine for disinfection and continue watching the TTHM level until November 1. By maintaining the current disinfection process and not going to 100% MWD water, the District avoid the additional \$150,000 of MWD water in October.

Ammonia Injection System for Chloramine Conversion:

The following is an update of tasks completed by staff and consultants:

- o Office & field staff training on the nitrification and chloramines
- o WQTS and staff working on Nitrification Monitoring & Control Plan for submittal to DDW.
- o Carollo Engineers submitted preliminary plans for review by staff and JRC.
- o Met with Charlie Grace from Grace Environmental Services on providing a system operator to assist staff during the chloramine conversion process in the distribution system.

Staff and JRC are continue to work on the ammonia injection system, which includes on site job walks, meeting with APEX, Inc, the SCADA integrator, on the project, and preparing specifications of installation of the ammonia system.

RECOMMENDATION:

It is staff's recommendation to maintain the current operations with free chlorine for disinfection and continue watching the TTHM level until November 1. In addition, continue sampling on a weekly basis and take a set of samples for compliance purposes in October.

ENVIRONMENTAL REVIEW:

See previous staff report dated September 25, 2018

FUNDING AVAILABILITY:

The following is an update of costs for the project:

Account Description	Amount
Total Costs and Estimated Cost for Project (includes \$550,000 transfer from MTBE Reserve Funds)	\$570,000
Consultants - Planning, Design & Construction Admin	
WQTS - Planning	\$10,000
WQTS - Design	\$144,040
Hazen & Sawyer	\$9,970
John Robinson Consulting	\$45,225
Public Notification - CV Strategies , Printing & Mailing	\$6,500
WQ Sampling - 7/1/18 to 10/1/18	\$27,800
Cost to Date	\$243,535
Amount Remaining	\$326,465

Prepared by:



David S. Gould, P.E.
District Engineer

Submitted by:



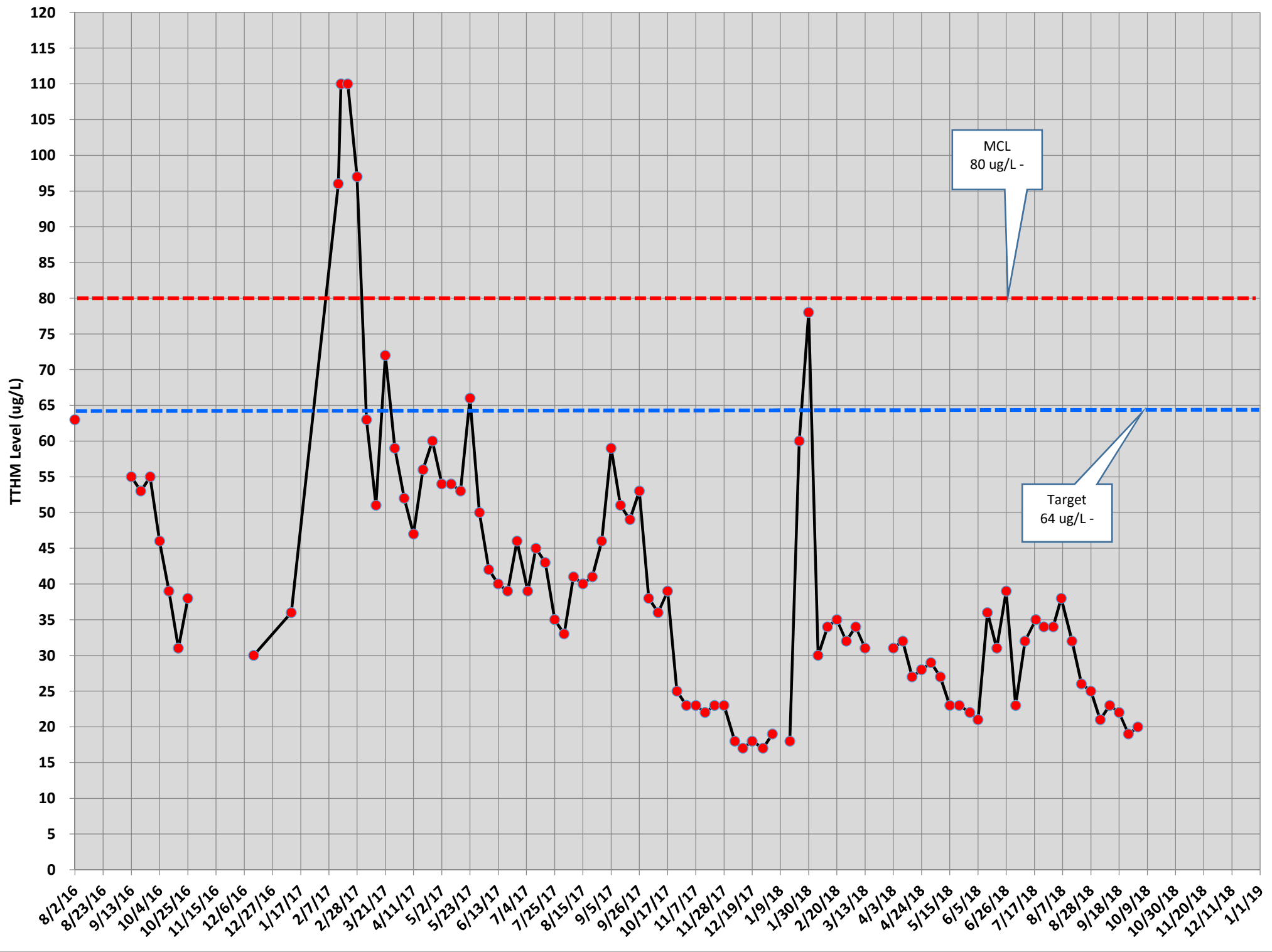
Nem Ochoa
General Manager

Attachments:

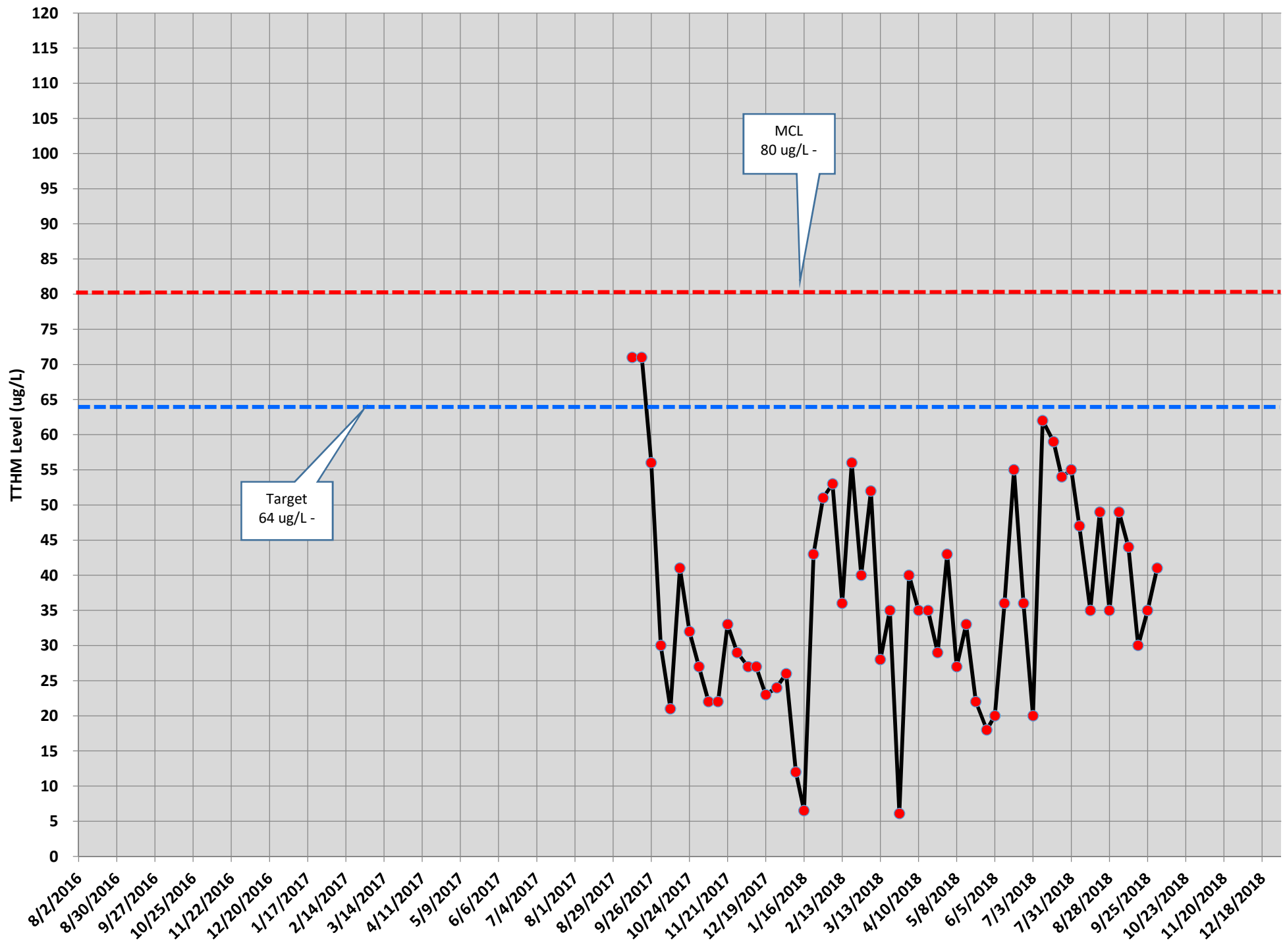
1. TTHM charts for each reservoir site

g:\management\board meeting staff reports\2018\10-09-18 board memo - e-995 disinfection process upgrades - update 2.docx

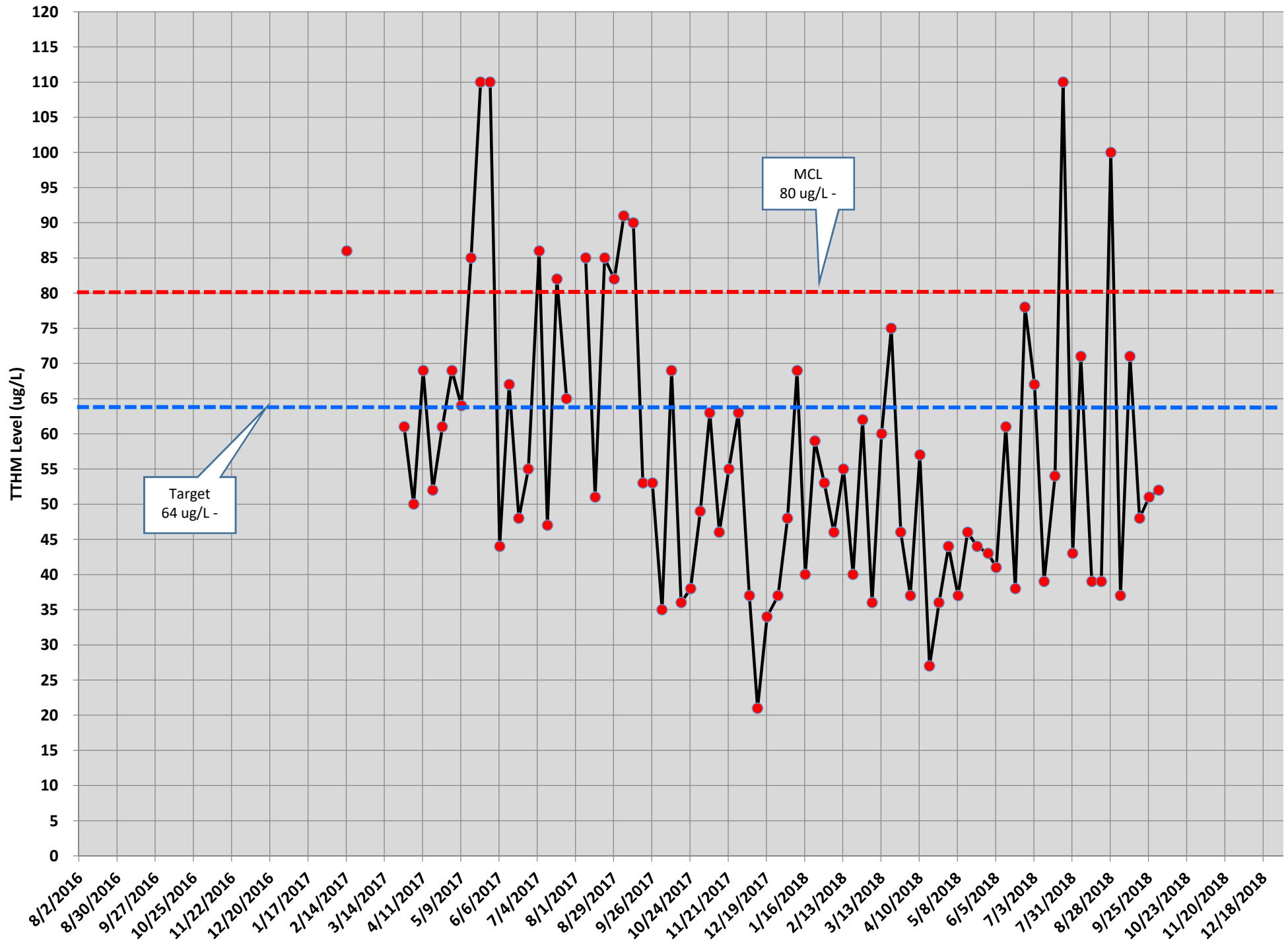
FMWD at Paschall Booster - TTHM's Levels



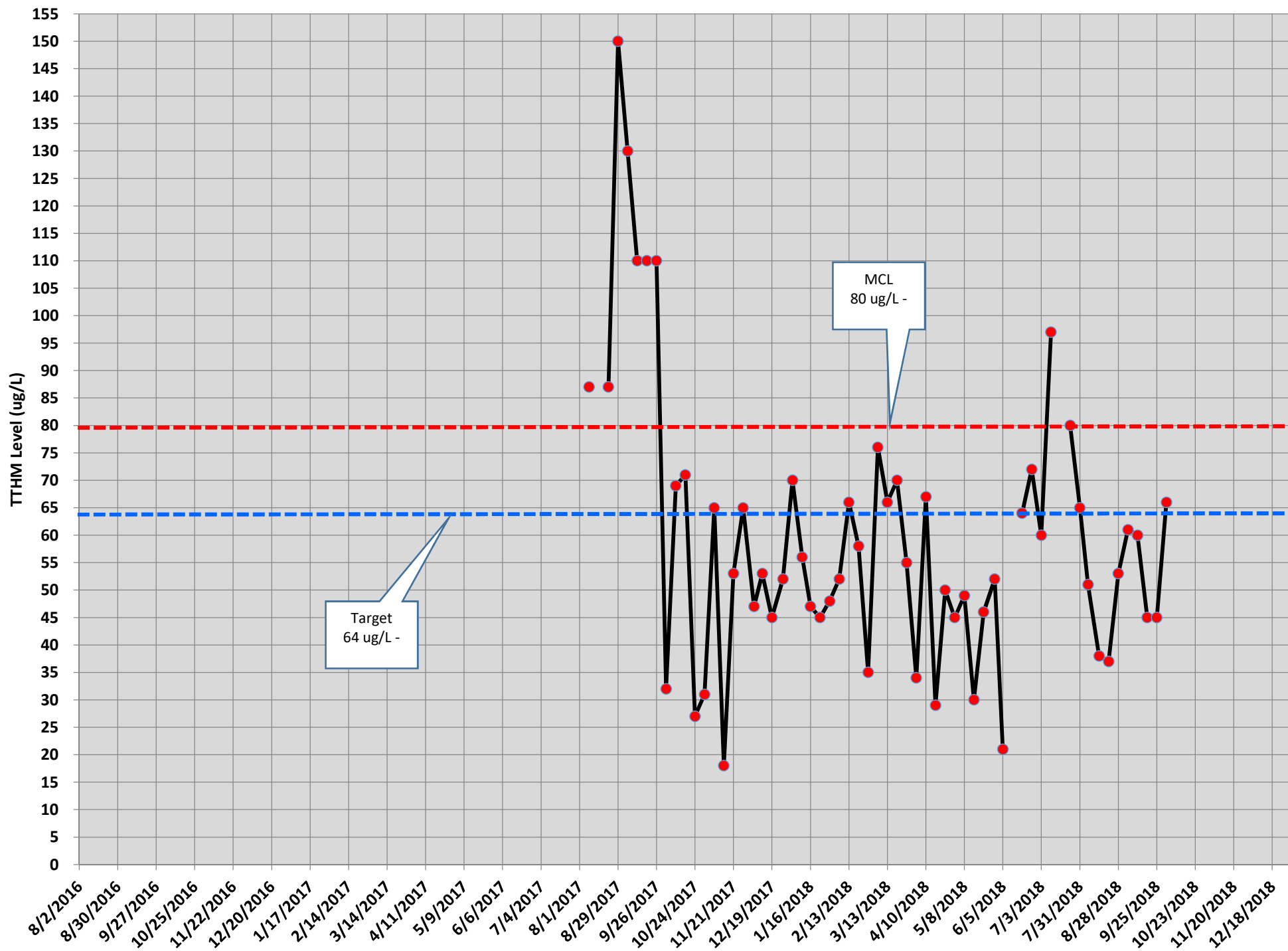
Encinal Reservoir (Zone 1) - TTHMs Levels



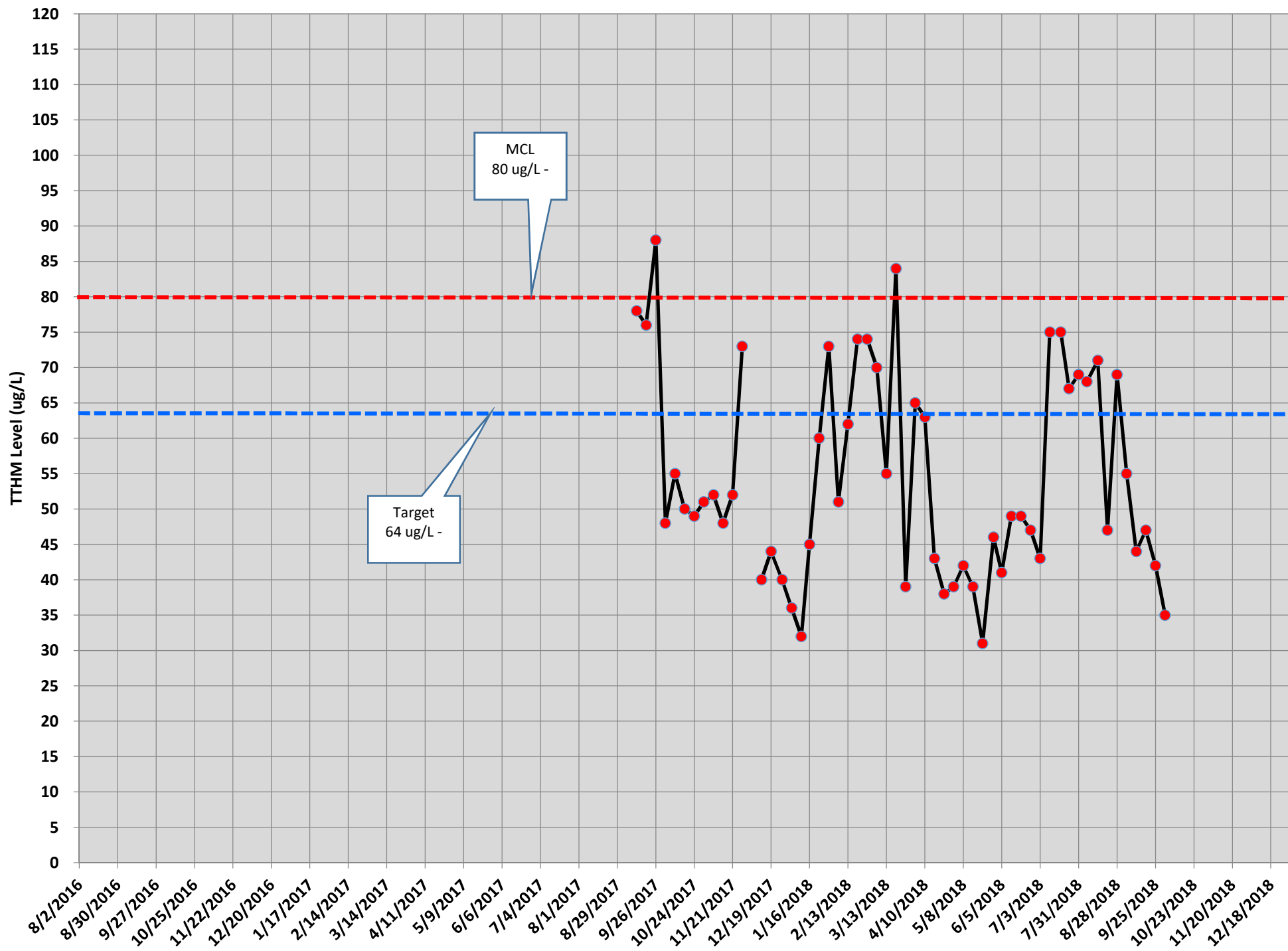
Williams Reservoir (Zone 2) - TTHMs Levels



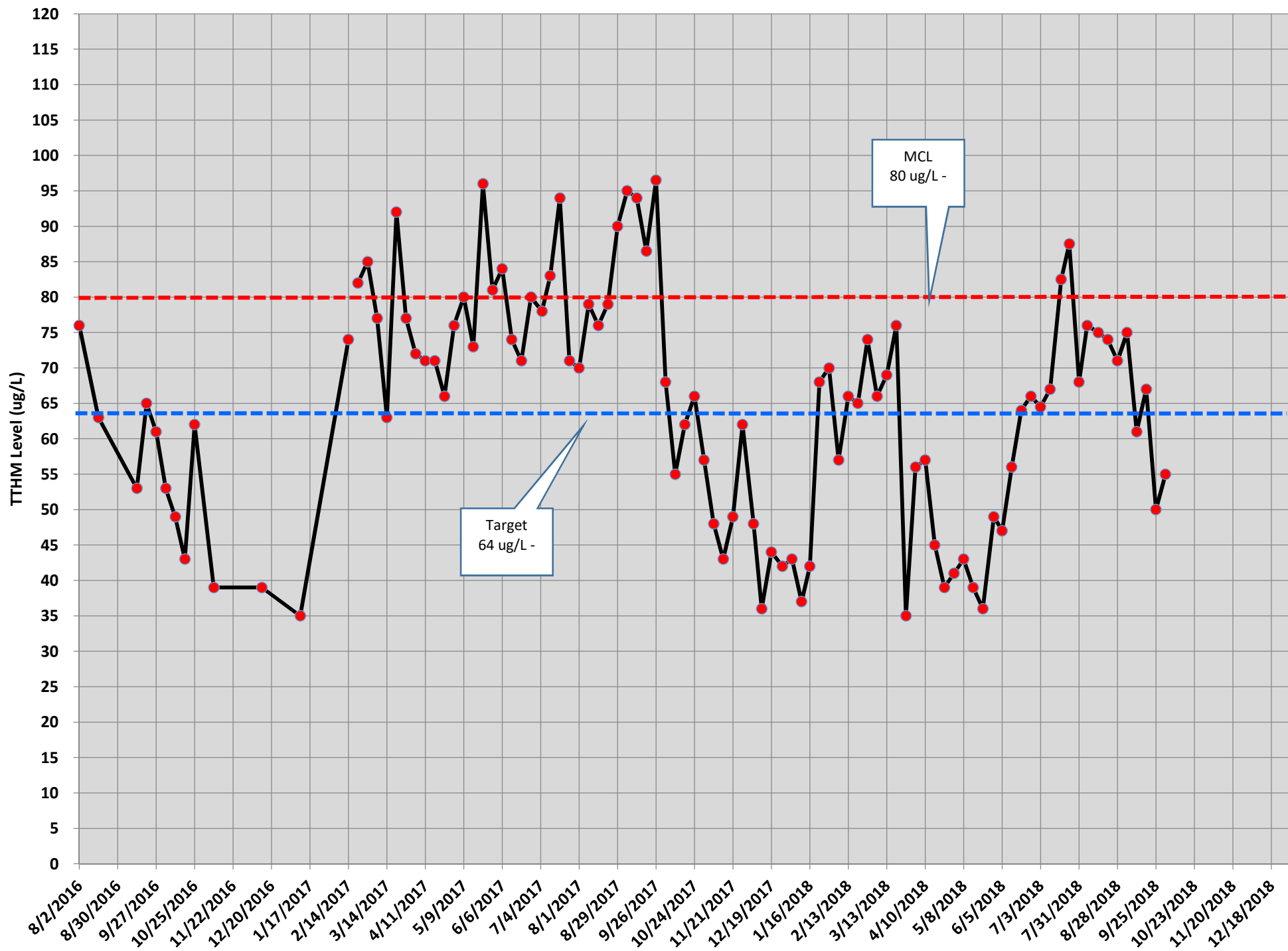
Ordunio Reservoir (Zone 2) - TTHMs Levels



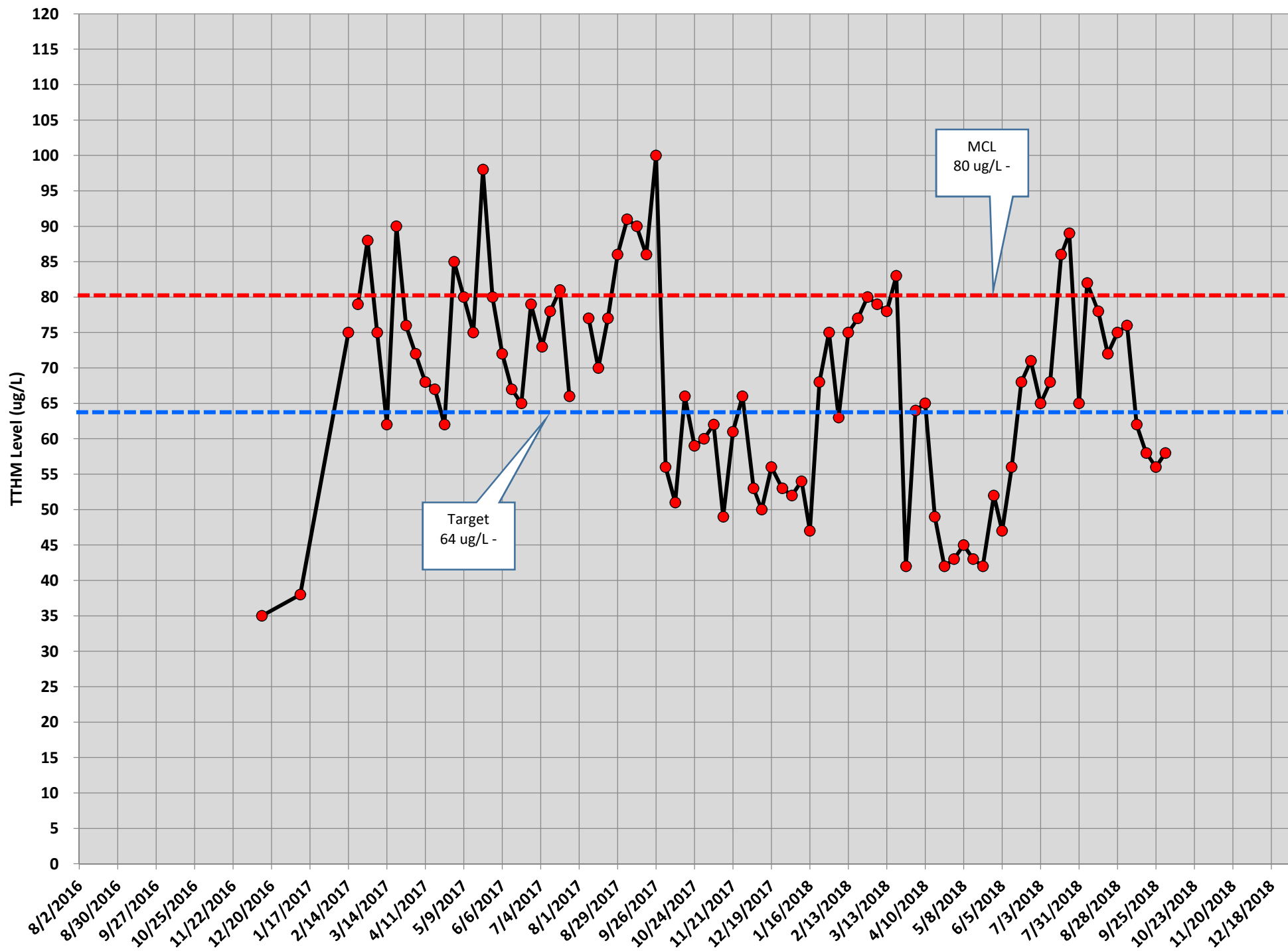
Rosemont Reservoir (Zone 3) - TTHMs Levels



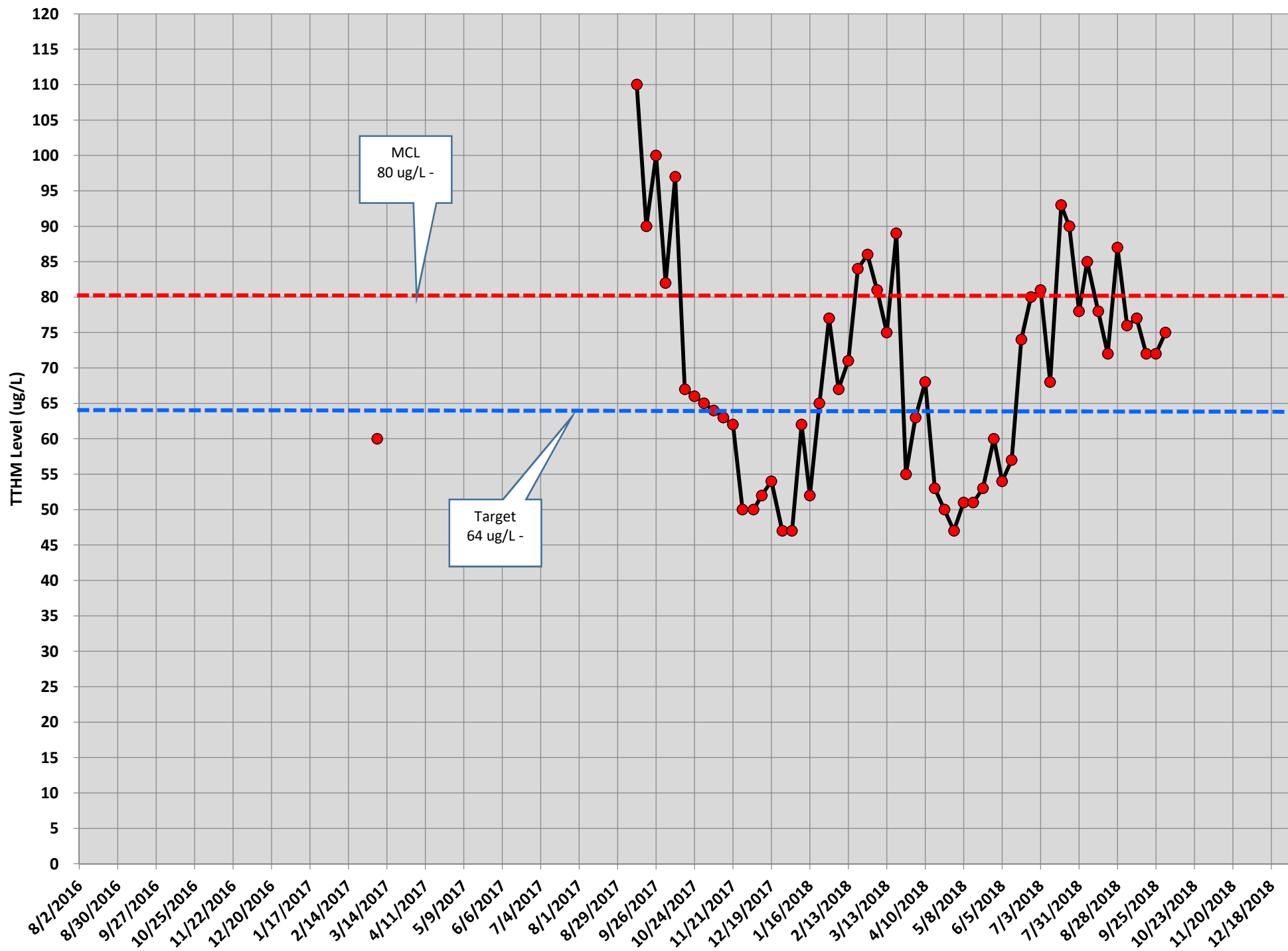
Oak Creek Reservoir (Zone 4) - TTHMs Levels



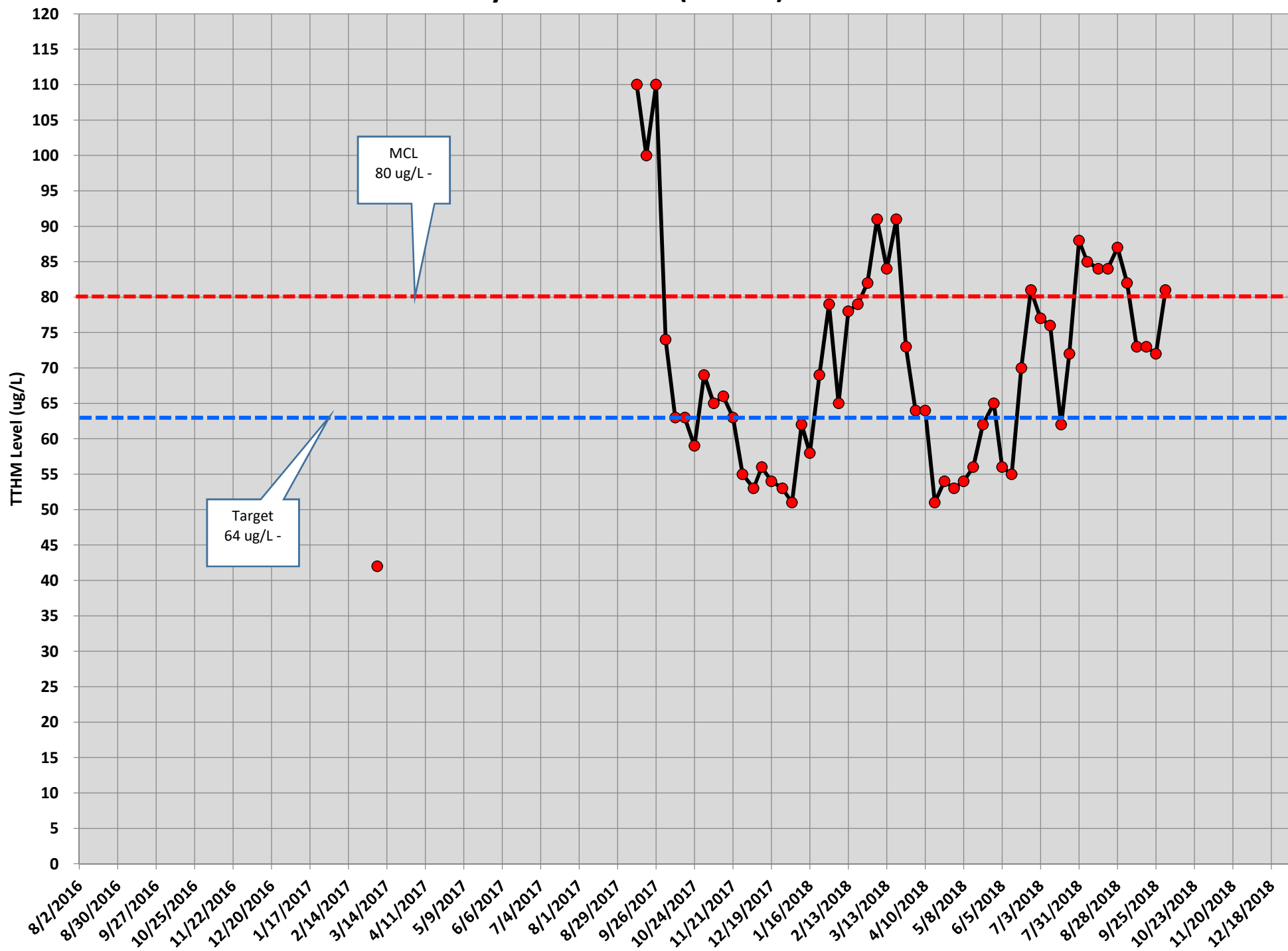
Markridge Reservoir (Zone 5) - TTHMs Levels



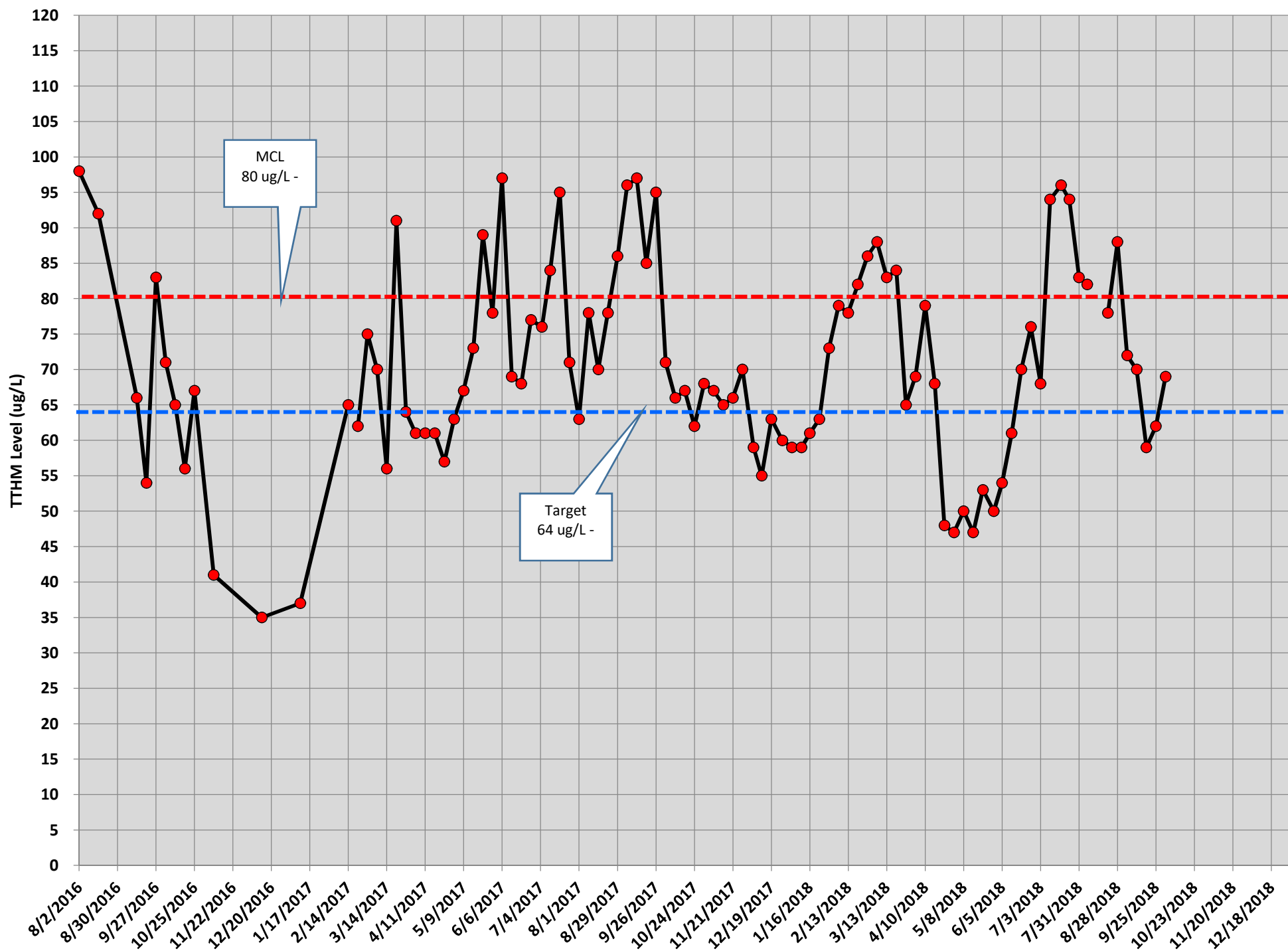
Eagle Canyon Reservoir (Zone 5) - TTHMs Levels



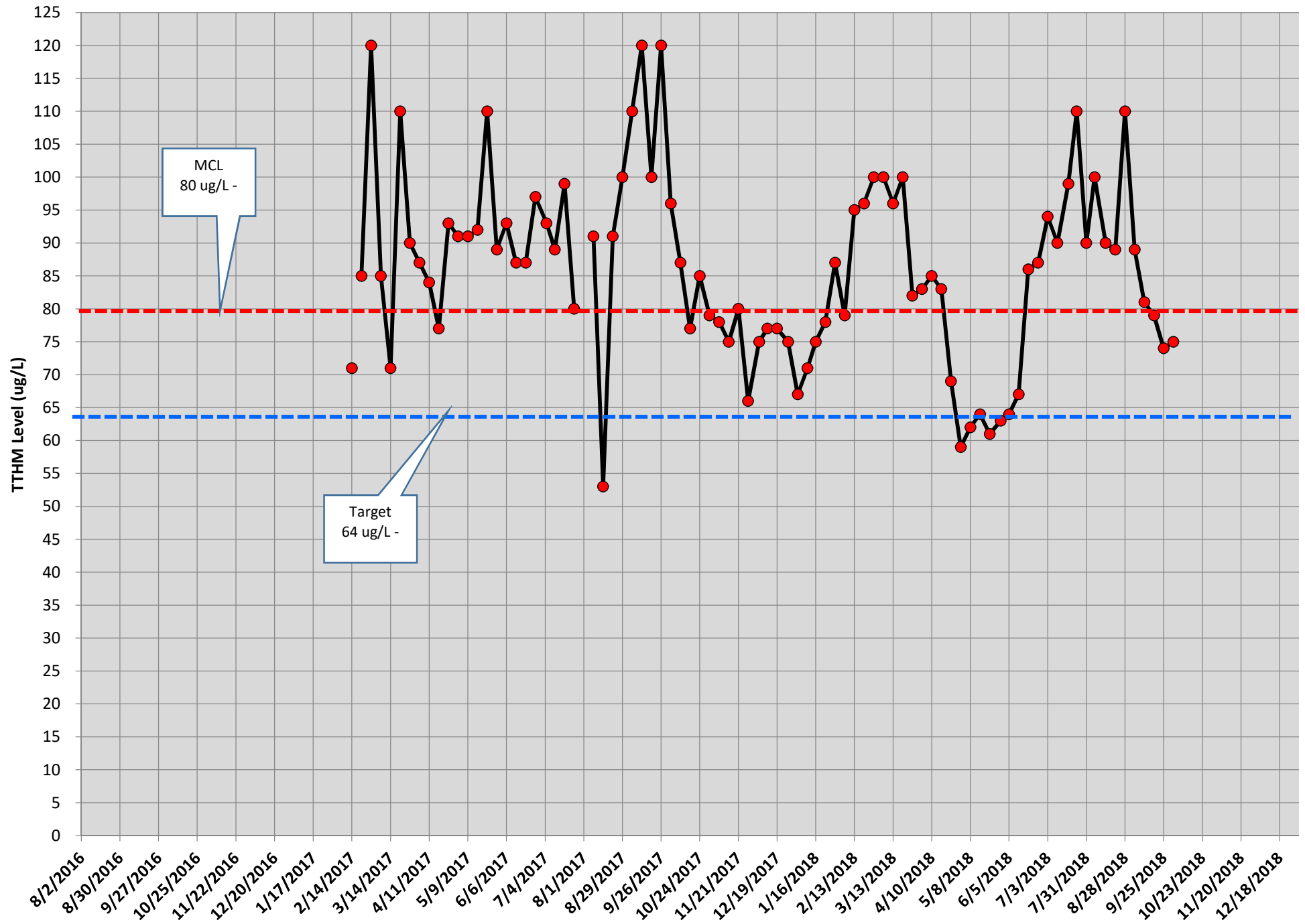
Goss Canyon Reservoir (Zone 6) - TTHMs Levels



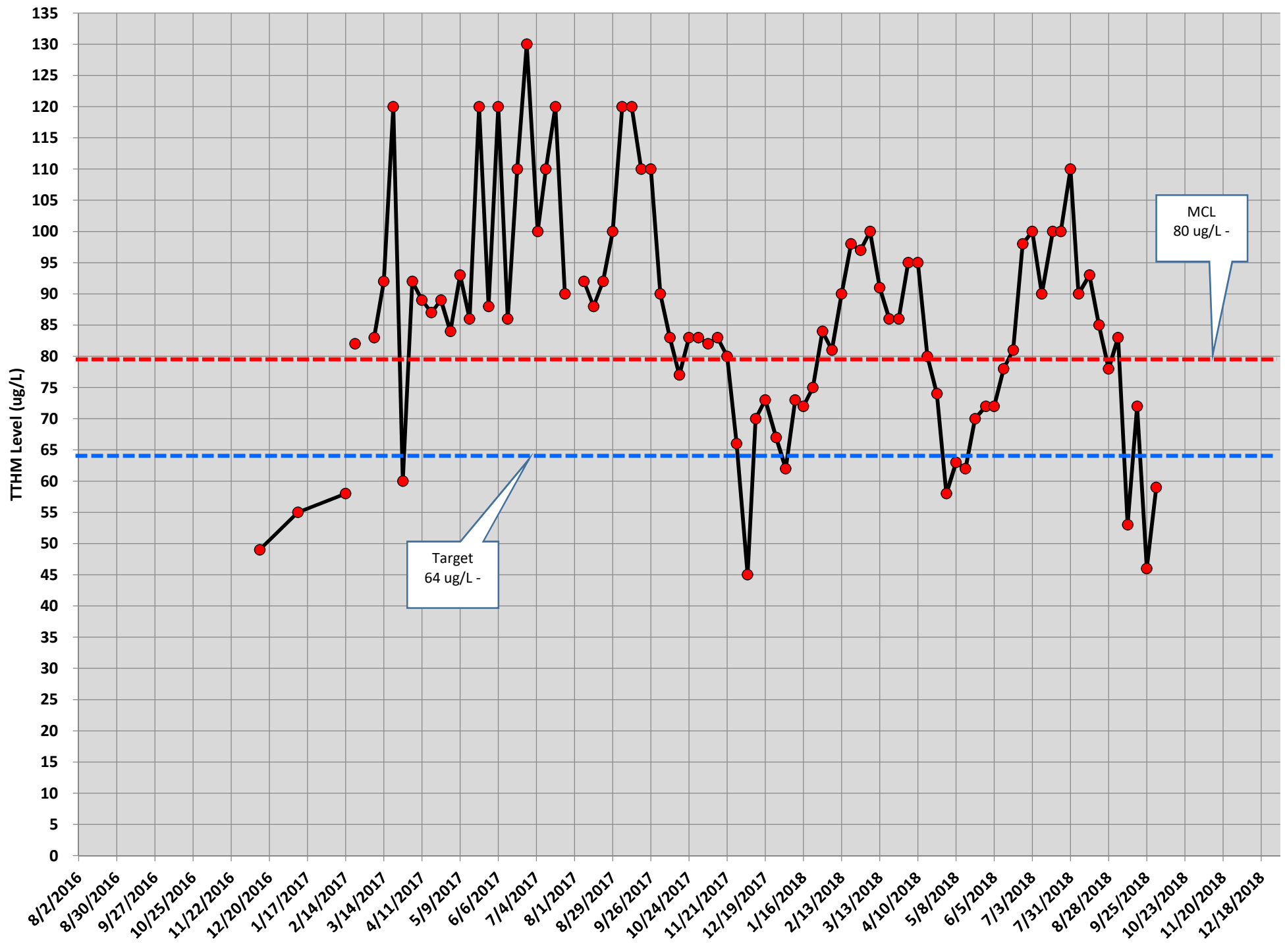
Dunsmore Reservoir (Zone 7) - TTHMs Levels



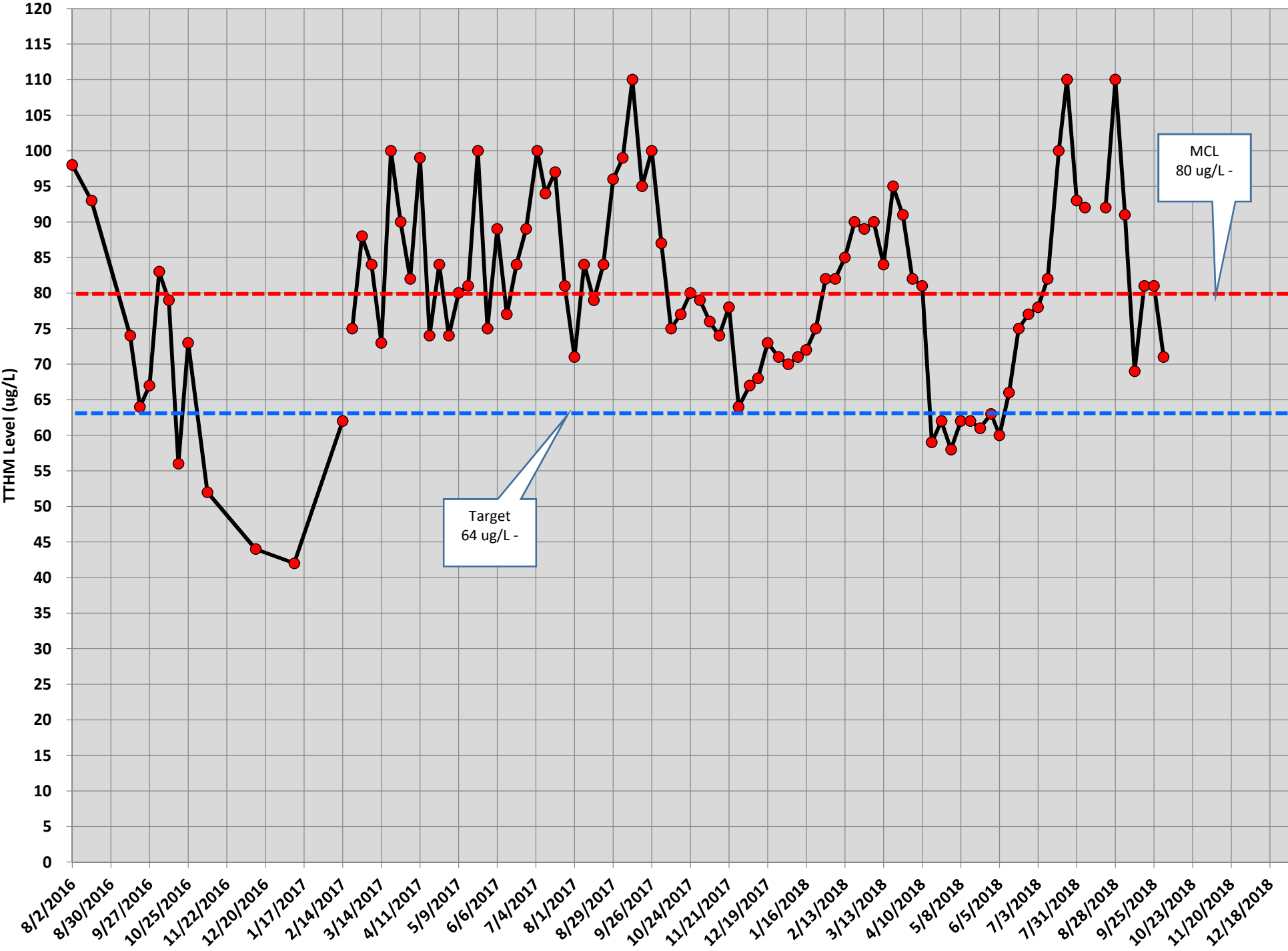
Cresta Heights Reservoir (Zone 8) - TTHMs Levels



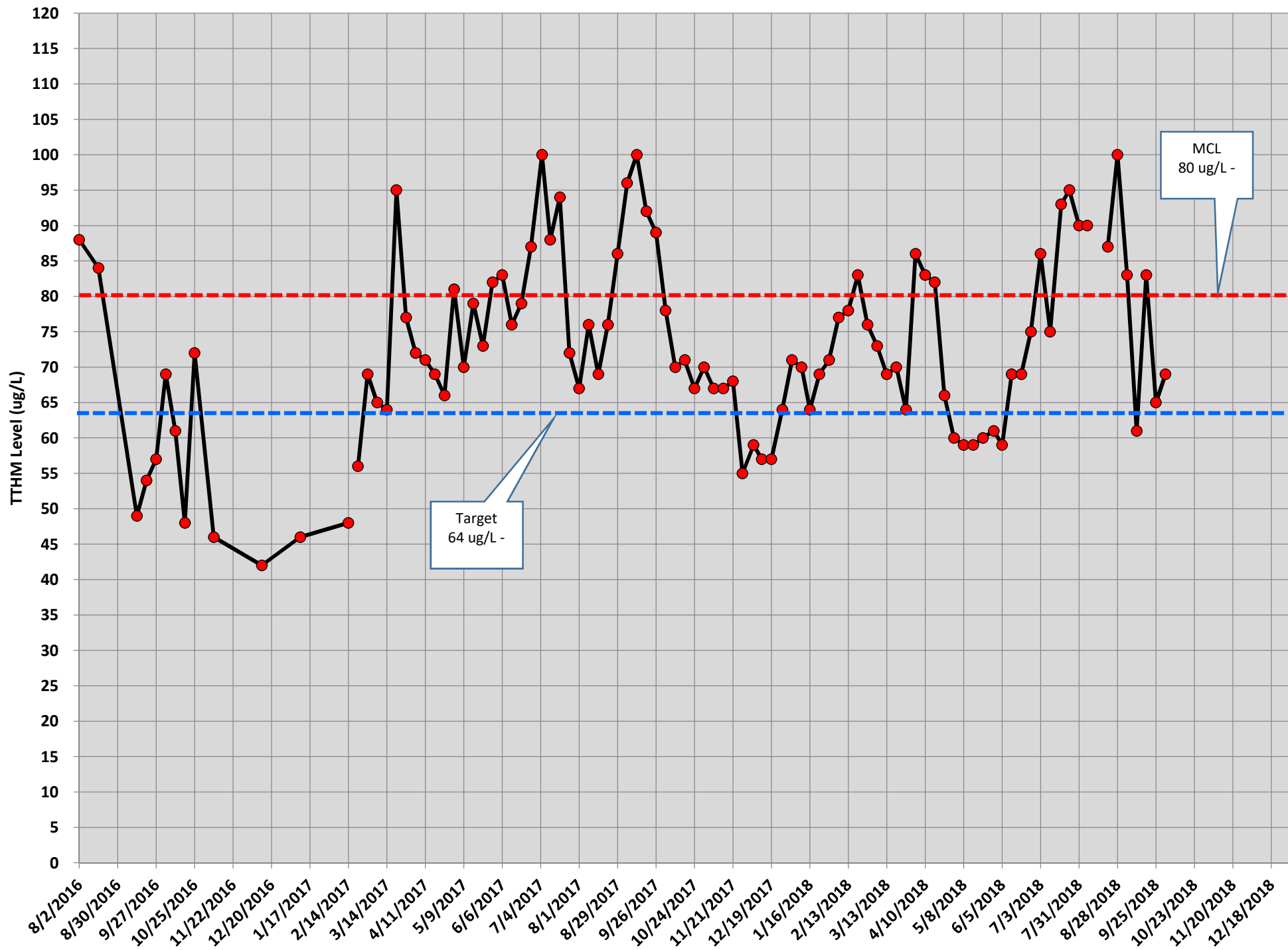
Edmund No. 1 Reservoir (Zone 9) - TTHMs Level



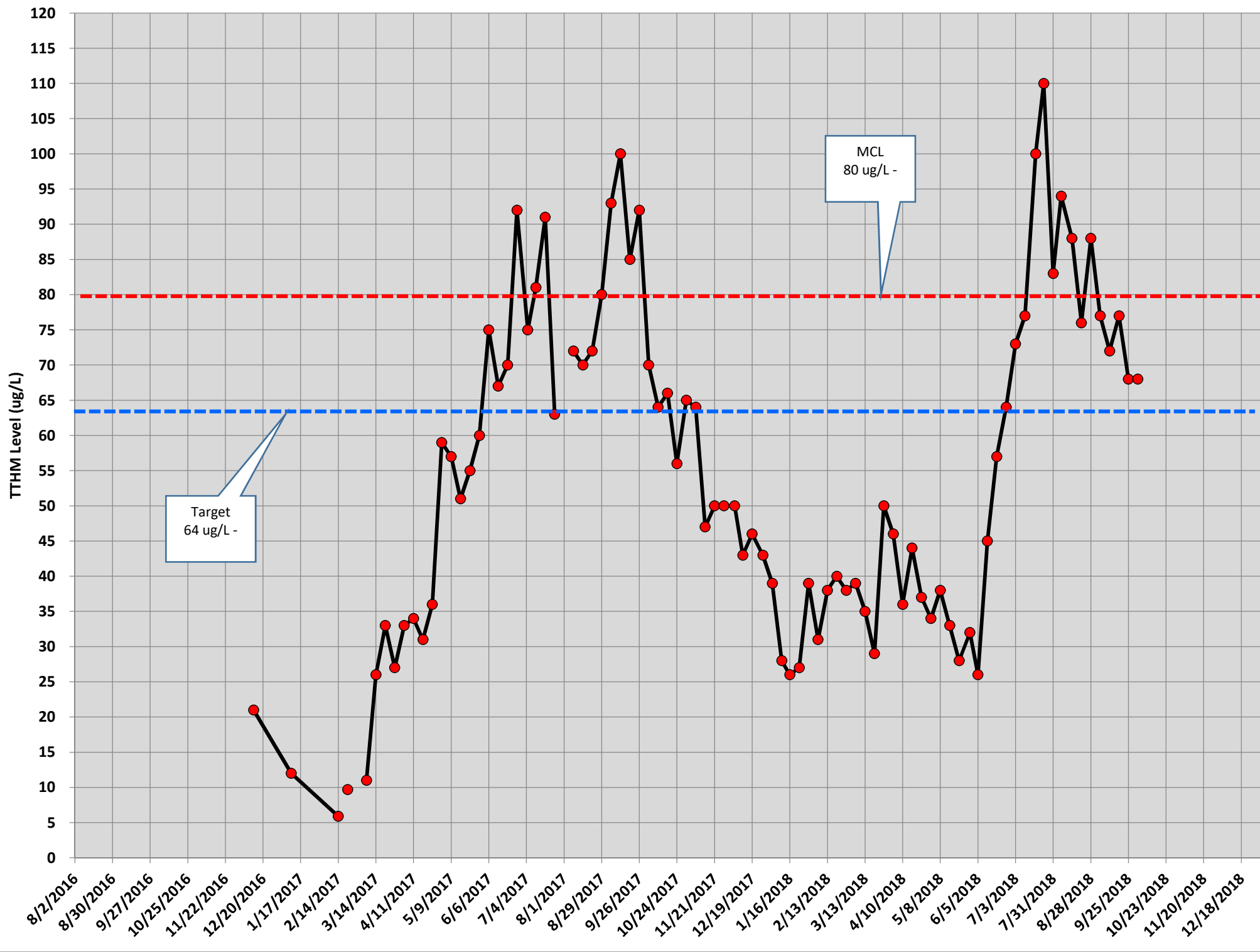
Edmund No. 2 (Zone 9) - TTHMs Levels



Shields Reservoir (Zone 10) - TTHMs Levels



Pickens Reservoir (Zone 11) - TTHMs Levels





Information
Item

ACWA BOARD NAMES EXECUTIVE DIRECTOR DESIGNATE

BY HEATHER ENGEL SEP 28, 2018 WATER NEWS

Following a nationwide recruitment effort, the ACWA Board of Directors today named Dave Eggerton as the association's new Executive Director Designate.

Eggerton, general manager of the Calaveras County Water District, will start his new position on Nov. 1, working alongside current ACWA Executive Director Timothy Quinn. Eggerton will officially take the reins as Executive Director on Dec. 3, assuming responsibility for overseeing about 40 staff members in Sacramento and Washington D.C.

"Choosing ACWA's new executive director is perhaps the most important decision the Board of Directors will make for the foreseeable future," said ACWA President Brent Hastey. "Dave is enthusiastic, passionate and has a strong vision for ACWA's role in California water policy. The Board was unanimous in its belief that he is the best leader to take the association forward in a time when water policy is more challenging and complicated than ever before."

Eggerton is no stranger to ACWA, having been an active member for the past 15 years and serving on the State Legislative Committee, Water Management Committee, Federal Affairs Committee, Region 3 Board and ACWA Board of Directors.

"I know first-hand the important role ACWA plays in the state's water industry," Eggerton said. "Leading ACWA's talented staff in performing that crucial work on behalf of our 450 member agencies is a dream come true."

Eggerton earned bachelor's degrees in English and political science from Texas A&M University in 1995 and proceeded to graduate first in his class at the University of California, Davis School of Law in 2000. After starting his career as a corporate lawyer, he worked as deputy general counsel for the El Dorado Irrigation District from 2004-2010. In 2011, he was named general manager of the El Dorado County Water Agency, a position he held until being hired by CCWD in 2014.

Quinn announced earlier this year his plans to retire after working nearly 40 years in the water

industry. He will serve in an advisory role to the new executive director from Dec. 3 until he officially retires on Dec. 31.

"I can't think of a better choice to lead the association into the future," Quinn said. "Dave's experience with local government and perspective coming from a member agency will be valuable assets."

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CRESCENTA VALLEY WATER DISTRICT

General Manager Report

GM Report

October 9, 2018

To: Honorable President and Members of the Board of Directors
From: Nem Ochoa, General Manager
Subject: **General Manager Report**

General Managers Report Topics:

- GM Activities

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

- Water Production
- Hydrology Report
- Engineering Projects
- Operational Activities
- ACWA Executive Director Designate
- Meter By-Pass Incident

STAFFING

2 employees have work anniversaries in October. Jaysen Ortega – 5 years, Jim Halaszynski – 21 years

As of October 5th the District has gone 1,578 Days without a lost time accident.

GENERAL MANAGER ACTIVITIES

Meetings:

FMWD meeting	- September 26 th
Management staff meetings	- October 1 st , October 9 th
Emergency Planning Committee meeting	- October 4 th
SEMS/NIMS Training	- October 8 th

Submitted by:



Nem Ochoa
General Manager

Engineering and Operations

October 9, 2018
Staff Report

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – District Engineer
Subject: Engineering & Operations – September 2018

1. **Water Production Report**

- September 1 – 30 - Water production – 37%/63% split – 120.6 MG for the time period
- Average use – 2.0% less than 2017 and 10.5% less than 5-yr average

2. **Rainfall Update**

- 0.00” for September 2018
- Rainfall Total for Rainfall Year 2017/18 – 11.02”; End of Rain Year – 51% below average

3. **Report on Engineering**

- **CIP Projects**
 - Pipeline Project - 2700, 3000 & 3100 Blocks of Brookhill
 - Moving services to different pressure zone and eliminating channel crossing
 - Encinal B – Booster Pump
 - Installation – Week of October 15, 2018
 - Oak Creek #1 & #2 Reservoir Rehabilitation
 - Oak Creek #2 - November 2018
- **Nitrate Removal Treatment Facility at Well 2 Project**
 - APTwater working testing protocol information for report for DDW approval
 - DDW approval – December 2018
- **Crescenta Valley County Park Stormwater Recharge Facility Study**
 - No Report
- **ULARA**
 - Next AC Meeting – October 17, 2018
- **Grant Program**
 - No Report
- **Water Meter Replacement Program**
 - On hold until December 2018

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

- **Wells - Status**
 - Well production capacity – Well 8 back in service
 - Well capacity at 1.45 MGD

5. **Developer Jobs**

- 1490 Waltonia – 12 units - installed by contractor
- 2340 Montrose – 16 units – installed by CVWD

6. **Street Projects**

- New Foothill Blvd Medians – Los Angeles County
 - Under Construction
- Pennsylvania Paving Project – City of Glendale
 - 210 Freeway to Markridge Road
 - Construction to begin in November 2018

7. **Field Maintenance & Operations – September 8, 2018 – October 5, 2018**

▪ **Water Lateral Leaks & Repairs**

2644 Mayfield	2522&2256 Rockdell	2943 Fairmount
3306 Brookhill	3540 Encinal	2539 Mayfield

▪ **Water Main Leaks**

- No Report

▪ **Valve Replacement**

- No Report

▪ **Fire Hydrant Repair**

- No Report

▪ **Booster Pump Maintenance**

- No Report

▪ **Reservoir Maintenance**

- No Report

▪ **Sewer Maintenance – September 8, 2018 – October 5, 2018**

2900 & 3000 Blocks of Hopeton Dr.	2900 & 3100 Blocks of Cloudcrest Rd.	3000 Block of Markridge
3000 Block of Highridge		

CRESCENTA VALLEY WATER DISTRICT

WATER PRODUCTION REPORT

September 1 - September 30, 2018

Well Production:	35,996,752	Gals		
GWP Production:	6,774,000	Gals		
Gravity Production:	1,339,900	Gals	% GW	37%
Purchased Water:				
FMWD:	76,479,250	Gals		
City of Glendale:	0	Gals	% Import	63%
TOTAL:	120,589,902	Gals		
	370.08	ac-ft		
Glenwood Nitrate Water Reclamation Plant:*	0		*Included in Well Production	

WATER DEMAND COMPARISON

Time Period	Average Daily Usage (gals)	Current Period Change
September 1, 2018 - September 30, 2018	3,928,764	
September 1, 2017 - September 30, 2017	4,010,794	-2.0%
5-yr Average - September 2013 - 2017	4,390,557	-10.5%

RAINFALL: September 1 - September 30, 2018

0.00"

Season-To-Date:

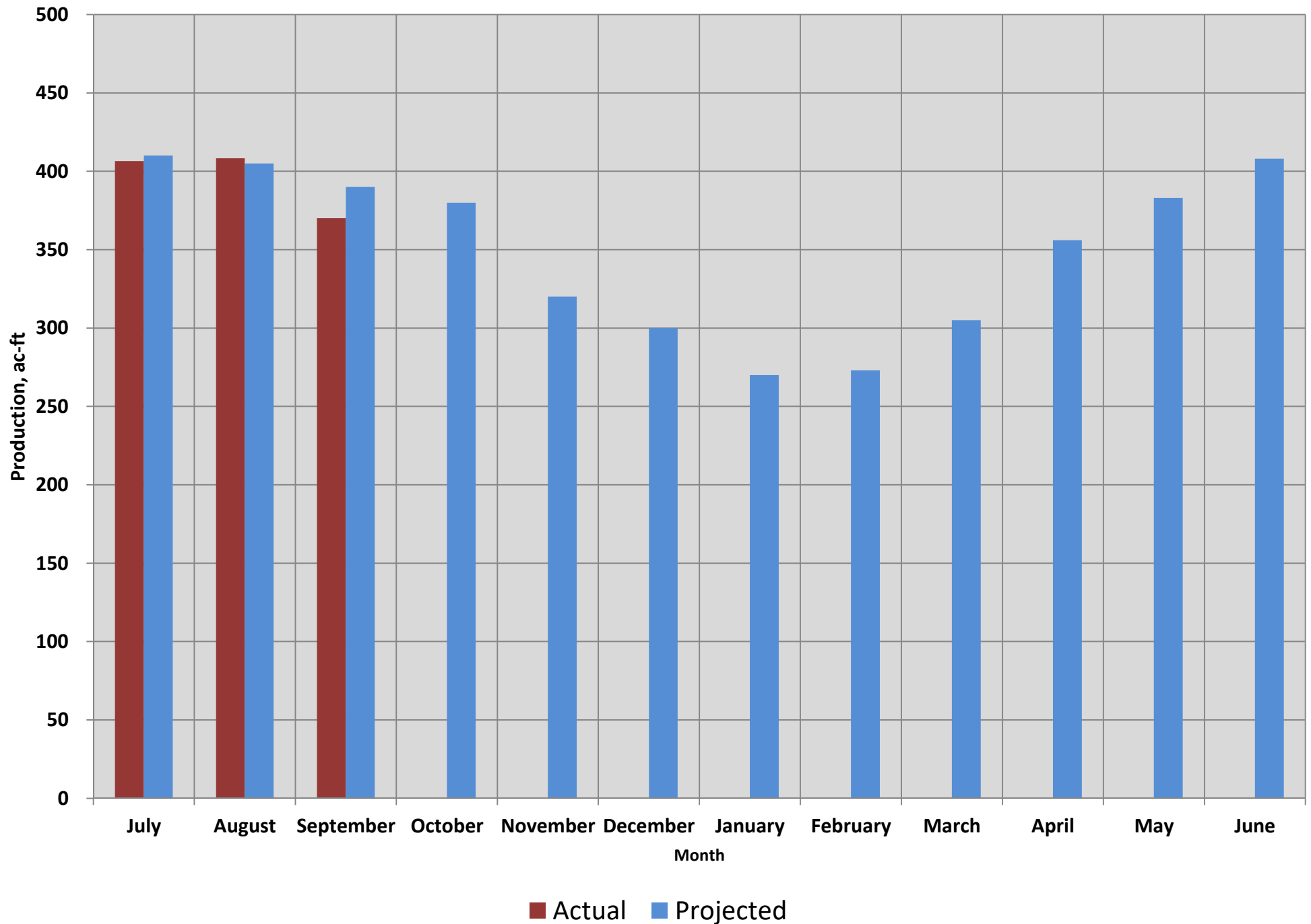
11.02"

2018/19 Fiscal Year Water Production			WY 17/18 - Groundwater Production Water Rights		GWP (Well 16) Water Production - 2018		Purchased Water Production Tier 2 Allocation - 2018	
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	407	410	October	129	January	28	January	137
August	408	405	November	111	February	24	February	163
September	370	390	December	129	March	27	March	113
October		380	January	132	April	25	April	162
November		320	February	102	May	25	May	165
December		300	March	107	June	23	June	189
January		270	April	116	July	23	July	256
February		273	May	116	August	22	August	259
March		305	June	122	September	21	September	235
April		356	July	127	October		October	
May		383	August	127	November		November	
June		408	September	115	December		December	
Total to Date	1,185	1,205	Total to Date	1,433	Total to Date	218	Total to Date	1,679
Projected	4,180	4,200	Water Rights	3,294			Tier 2	2,154
% of Projected	28.2%	28.7%	% of Rights	44%			% of Allocation	78%
Remaining	3,015	2,995	Remaining	1,861			Remaining	475

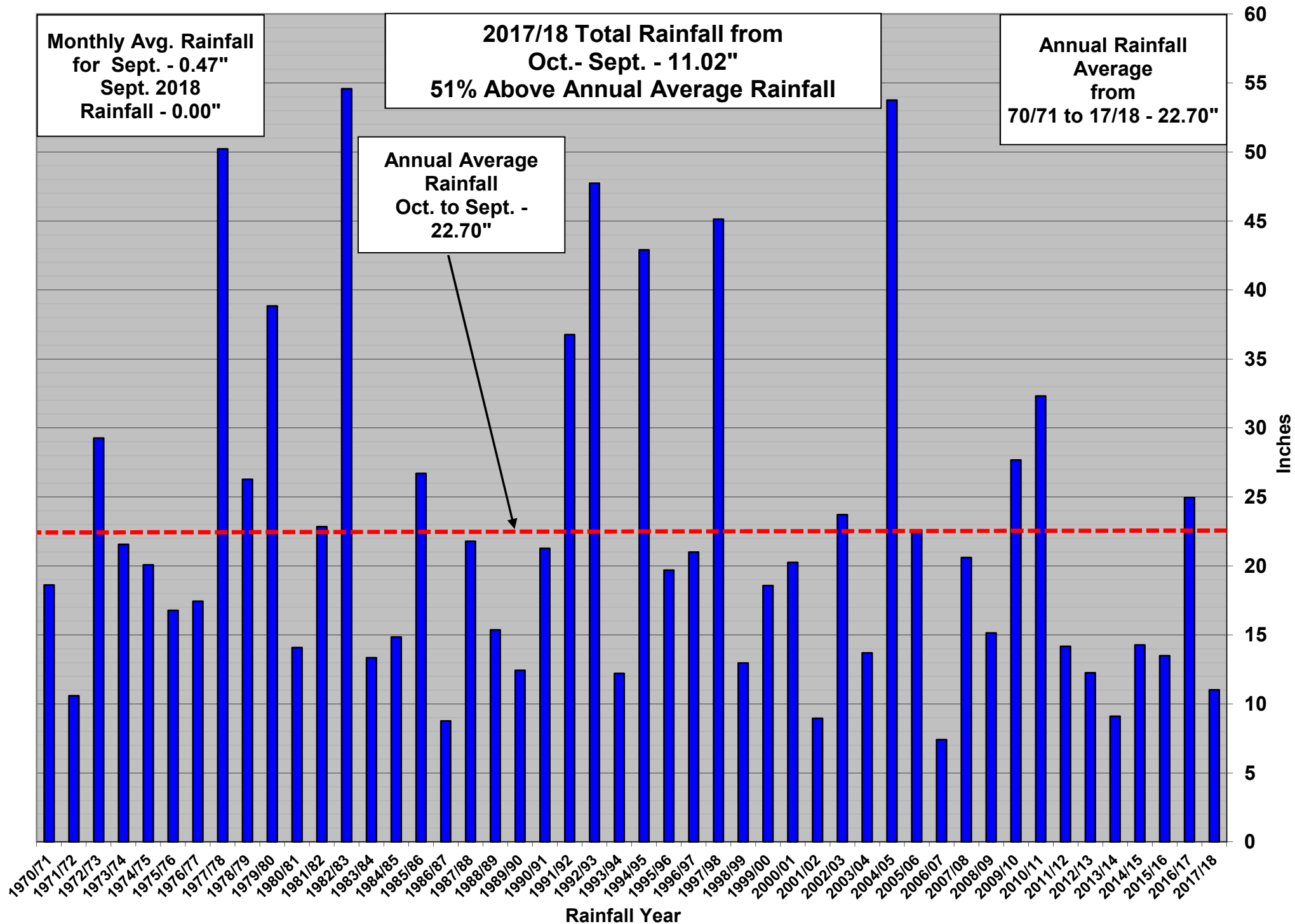
NOTE:

1) Blue Numbers = Estimated Water Production

Monthly Water Production: Projected Vs. Actual, FY 18/19



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





CRESCENTA VALLEY WATER DISTRICT

MEMORANDUM

DATE: October 5, 2018
TO: Emergency Planning Committee
FROM: David S. Gould, District Engineer
SUBJECT: CVWD Emergency Planning Committee Meeting Notes

Following is a summary of the Emergency Planning Committee Meeting held at 10:00 AM on October 4, 2018, at the CVWD main office, and was attended by the following:

Director Mike Claessens - Committee Chairperson	CVWD
Director Judy Tejeda - Committee Member	CVWD
Nem Ochoa – General Manager	CVWD
David Gould – District Engineer	CVWD
Ron Mitchell – Secretary/Treasurer	CVWD
Christy Scott – Program Specialist	CVWD
James Lee – Finance & Accounting Manager	CVWD

1. Discussion of Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training

Mr. Gould gave a brief overview of an upcoming training class about ICS, SEMS and NIMS training that will be taught by California Specialized Training Institute (CSTI). Mr. Gould indicated that the class was set up by Mike Holmes, Emergency Preparedness Coordinator for the Public Water Agency Group (PWAG). Mr. Gould provided background information on NIMS including resource management, command and coordination and communications and information management. Mr. Gould continued with a discussion on the upcoming SEMS training, which is part of California's Office of Emergency Planning. Mr. Gould discussed that after the class, staff will review roles and responsibilities to assign to various personnel, which will be included in the updated CVWD Emergency Response Plan.

Director Tejeda suggested that we contact Supervisor Barger's office about emergency response coordination with Los Angeles County and possible grant funding. Director Tejeda also suggested the staff contact the local newspaper about including an article about the District being ready for an emergency.

2. Discussion of Mutual Aid/Response Agreements with Los Angeles County, Public Works, Cities of Glendale, Burbank and Pasadena

Mr. Gould presented a sample mutual response agreement that can be used as a template for various agencies. Mr. Gould explained that a mutual response agreement is used to provide assistance to other agencies, request assistance during an event and a mechanism to repay or get reimbursement after the event. The sample agreement was created by Mr. Holmes and by Jim Ciampa from Lagerlof, Senecal, Gosney, & Kruse and is under review by the PWAG emergency preparedness participants. Mr. Gould indicated that the sample agreement will be used when staff meets with representatives from Los Angeles County Public Works, Cities of Glendale, Burbank and Pasadena to establish mutual aid agreements that will allow CVWD to utilize manpower, equipment and material.

Director Tejeda suggested that staff meet and tour other facilities to see where equipment is located and meet the main contact people.

3. Discussion of the Status of CVWD's Emergency Response Plan:

CVWD Emergency Operations Protocol Handbook: Mr. Gould discussed that staff is continuing working on an Emergency Operations Protocol Handbook (EOP), which will provide information and CVWD's emergency response procedures that may be used by staff and Board members during a disaster event.

The EOP handbook will include purpose of the handbook, goals & objectives, when and where to mobilize for a disaster event, personal emergency planning at home, information on the emergency operations center and coordination with local agencies.

Action Items:

1. *Staff to prepare a draft EOP Handbook for review.*
 - a. *Develop specific action plans for disaster such as fire, earthquake or power outage.*
2. *Staff to see if a portal can be set up on the website to store information for employees & Board.*

Coordination with Local Emergency Agencies: Mr. Gould discussed that staff is working on coordination with Law Enforcement, Fire Departments and Community Emergency Response groups including setting up open communications with these agencies to make sure CVWD is included in the planning and implementation of local emergency response program.

Action Items:

1. *Staff to meet with the LA County Sheriff's Department and LA County Fire Department about emergency response planning.*
2. *Staff to meet with Local CERT Program and CV Ready personnel about setting up specific duties or tasks they can assist CVWD during an emergency.*
3. *Staff to meet with representatives from GUSD about setting up specific duties or tasks they can assist CVWD during an emergency.*

CV Community Preparedness: Staff and the Committee discussed the following items:

- o Emergency community water supply : Installation and coordination of an Emergency Community Water Station at Rosemont Reservoir
- o Community volunteers for very specific job: Meet with Local CERT & CV Ready or retiree
- o Specific disaster scenarios with mitigation plans, automated scripts and required resources: Staff to prepare scenarios to review and discussion with Committee
- o Shaping customers' expectations via personal emergency preparation: Information to be provided on CVWD Website

District Preparedness: Staff and the Committee discussed the following items:

- o Employee access to emergency information via website portal
- o Employee communication
- o Fuel agreements with local gas stations
- o Liaison with first responder/law enforcement
- o Cost tracking/recovery

Emergency Planning Committee Schedule: Mr. Gould discussed future meeting dates for the Emergency Planning Committee regarding planning and further discussions.

The Emergency Planning Committee agreed on the following schedule:

- **November 15, 2018** – Emergency Planning Committee – Review draft EOP Handbook for staff and Board Members
- **December 13, 2018** – Review draft Mutual Aid agreements with Glendale, Burbank, Pasadena and other agencies. Coordination and logistics with Law Enforcement, Fire Departments and Community Emergency Response groups
- **January 17, 2019** – Emergency Planning Committee – Installation and coordination of a Community Water Station
- **February 21, 2019** - Emergency Planning Committee – Discussion on communication to residents during an emergency event

Adjournment - The Emergency Planning Committee meeting was adjourned at 10:35 AM on October 5, 2018

**See CVWD Website www.cvwd.com
for the Emergency Planning Committee Packet**

CRESCENTA VALLEY WATER DISTRICT

2700 FOOTHILL BOULEVARD
LA CRESCENTA, CALIFORNIA

Agenda for the Meeting of the Emergency Planning Committee
of the Crescenta Valley Water District

To be held on

October 4, 2018 at 10:00 AM

Posted: October 2, 2018 at 10:00 AM

Call to Order

Adoption of Agenda

At this time, members of the public shall have an opportunity to address the committee on items of interest that are within the subject matter jurisdiction of the Committee. This opportunity is non-transferable and speakers are limited to three (3) minutes each.

Information Items

1. Discussion of Incident Command System (ICS), Standardized Emergency, Management System (SEMS), and National Incident Management System (NICS) Training
2. Discussion of Mutual Aid/Response Agreements
3. Status of Emergency Response Plan
 - a. CVWD Emergency Operations Handbook
 - b. Coordination with Local Emergency Agencies
 - c. Emergency Planning Committee Schedule

Committee Member's Request for Future Agenda Items

Next Emergency Planning Committee Meeting – November 15, 2018

Adjournment

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Information Item No. 1
October 4, 2018

To: Emergency Planning Committee
From: David S. Gould, P.E. – District Engineer
Subject: Incident Command System, Standardized Emergency Management System, and National Incident Management System Training

INFORMATION ITEM:

Discussion of Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training

BACKGROUND:

Staff has been working with Mike Holmes, Emergency Preparedness Coordinator for the Public Water Agency Group (PWAG) to set up training classes on ICS, SEMS and NIMS training for CVWD personnel. Mr. Holmes has set up a class at CVWD on October 8, 2018 for an introduction to ICS, SEMS and NICS which is the foundation of emergency response training.

The class will be taught by members from the California Specialized Training Institute (CSTI), which is a statewide firm that is responsible for supporting training, exercises and education in a wide variety of areas including emergency management, public safety, homeland security, hazardous materials, disaster recovery and crisis communications.

The following is a brief description of the elements that are included in a emergency planning system.

- **National Incident Management System (NIMS)** - defines operational systems, including the Incident Command System (ICS), Emergency Operations Center (EOC) structures, and Multiagency Coordination Groups (MAC Groups), which guides how personnel work together during incidents or events. NIMS is organized into three main categories:
 - 1) **Resource Management** - standard way to manage resources, including personnel, equipment, supplies, and facilities, both before, during and after an event in order to allow organizations such as CVWD to more effectively share resources when needed.
 - 2) **Command and Coordination** – provides for defining leadership roles, processes, and organizational structures for incident management at the operational and incident support levels and explains how these structures interact to manage an incident effectively.
 - 3) **Communications and Information Management** – communication systems and ways to effectively provide critical information that can help to ensure those personnel and other decision makers involved will have the means and information needed to make and communicate decisions.
- **Incident Command System (ICS)** - a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. Key functions of the ICS are the coordination of the command center, operations, planning, logistics, finance and administration.
- **Standardized Emergency Management System (SEMS)** - the California Emergency Response System and the fundamental structure for the response phase of emergency management. The SEMS unifies all elements of California's emergency management community into a single integrated system and standardizes key elements including ICS, Multi/Inter-agency coordination, mutual aid between other agencies, and coordination of operational area, within the agency.

DISCUSSION:

The class scheduled for October 8, 2018 will be an introduction to SEMS/NIMS/ICS training that is required for all first responders to an incident or event. CVWD will use this introductory course to outline the tasks needed to implement and/or upgrade CVWD's emergency operations center, responding to an event (such as fire, earthquake, flood, etc.) and the necessary planning needed to meet these challenges.

The following is a breakdown of roles and responsibilities under the SEMS/NIMS system for key personnel during an event or incident. Staff will review each role and assign it to various personnel, which will be included in the updated CVWD Emergency Response Plan.

Roles	Responsibilities
Management	• Serves as Command Staff and/or Incident Commander at the Field Level. • Directs Emergency Operations Center (EOC).
Operations	• Responsible for management of all operations directly applicable to the primary mission. • Coordinates system operators activities and supervises organizational elements in accordance with incident Action Plan and directs execution of the Action Plan. • Coordinates emergency response activities at the EOC level. • Implements priorities established by management or Incident Commander. • Field Coordinators - Operations staff who are linked to water utility personnel at other fixed facilities or who are assigned to incidents within CVWD. - Receive and pass information up the chain of command. - Receive and coordinate requests for services and support.
Planning/Intelligence	• Oversees the collection, evaluation, verification, and display of current information related to the emergency. - Understand current situation. - Predict probable course of the incident events. - Prepare alternative strategies and control operations for the incident. • Responsible for preparing action plans and maintaining documentation related to the emergency.
Logistics	• Provides facilities, services, and material in support of the Incident. • Oversees the acquisition, storing, and distribution of essential resources and support services needed to manage the emergency. • Tracks the status of resources. • Provides services to all field units in terms of obtaining and meeting their personnel, materials and equipment needs including communications.
Finance/Administration	• Responsible for all financial, administrative and cost analysis aspects of the incident. • Prepares vendor contracts, maintains records of expenditures for personnel and equipment, and maintains records and processes claims. • Provides preliminary estimates of damage costs and losses.

The following is a preliminary assignment of CVWD personnel, which will be discussed at the training class and finalized during the update of the Emergency Response Plan.

<u>Function</u>	<u>Primary</u>	<u>Secondary</u>
Emergency Response Manager	Nemesiano Ochoa	David Gould
Operations	Dennis Maxwell	David Spain
Planning / Intelligence	David Gould	Christina Olmedo
Public Information	Christy Scott	Brook Yared
Financial / Administration	Ron Mitchell	James Lee
Logistics	Bryan Jones	Alex Sandoval

RECOMMENDATION:

At the conclusion of the October 8, 2018 training class, staff will review CVWD's current ICS, SEMS and NIMS plans and will update the plans to meet today's needs. In addition, staff will schedule bi-monthly meetings to review the plans, assign tasks to key personnel and to implement "Table-Top" exercises that will go over emergency scenarios for training purposes.

Prepared & Submitted by:

A handwritten signature in blue ink, appearing to read 'D. Gould', is written over a horizontal line.

David S. Gould, P.E.

District Engineer

Enclosures

g:\management\emergency planning committee\2018\10-04-18\10-04-18 epc memo - nims-sems training.docx

September 2018

Training Available

Member Agencies

Bellflower Somerset Mutual Water Company

Crescenta Valley Water District

Kinneloa Irrigation District

La Puente Valley County Water District

Montebello Land & Water Company

Palmdale Water District

Pico Water District

Quartz Hill Water District

Rowland Water District

Rubio Cañon Land & Water Association

San Gabriel County Water District

San Gabriel Valley Municipal Water District

South Montebello Irrigation District

Three Valleys Municipal Water District

Valencia Heights Water Company

Valley County Water District

Walnut Valley Water District

SEMS/NIMS/ICS Combined Course (G606)

This course consists of an introduction to the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS). Upon completion participants will have a better understanding of how the Incident Command System, multi-agency and mutual aid all work together. These courses (below) constitute the foundation of emergency response training.

Course Length: 8 Hours (qualifies for a CSTI certificate and 8 contact hours)
Cost: \$50 per participant (includes snacks and lunch)

Date	Location
Monday, September 17 7:30 a.m. to 4:00 p.m.	Palmdale Water District 2029 E. Ave Q, Palmdale, 93550
Monday, October 1 7:30 a.m. to 4:00 p.m.	Rowland Water District 3021 Fullerton Rd, Rowland Heights, 91748
Monday, October 8 7:30 a.m. to 4:00 p.m.	Crescenta Valley Water District 2700 Foothill Blvd, La Crescenta, 91214
Monday, October 15 7:30 a.m. to 4:00 p.m.	Three Valleys Municipal Water District 1021 E Miramar Ave, Claremont, 91711
Monday, October 22 7:30 a.m. to 4:00 p.m.	South Montebello Irrigation District 437 S Bluff Rd, Montebello, 90640

To Sign-up:

1. Email me **as soon as possible**, at pwag.epc@gmail.com, the names of the attendees, their email, and the date they prefer to attend.
2. On the day of the event, please bring one check, made out to "Rowland Water District," for all your participants.

What's included:

- This 8-hour course will satisfy the recommendation that requires all first responders complete a minimum of 8-hours of training on SEMS/NIMS/ICS.
- This class is a *California Specialized Training Institute* (CSTI) credentialed class taught by two CSTI Certified Emergency Management Outreach Instructors.

What courses are covered:

- ✓ *Standardized Emergency Management System Introduction (G606)*
- ✓ *Introduction to Incident Command System (ICS-100)*
- ✓ *ICS for Single Resources and Initial Action Plans (ICS-200)*
- ✓ *National Incident Management System, An Introduction (IS-700)*
- ✓ *NIMS Intrastate Mutual Aid, An Introduction (IS-706)*
- ✓ *National Response Framework, An Introduction (IS-800)*

- Upon successfully completing the class, participants will receive a CSTI certificate and eight (8) contact hours.
- An electronic copy of the participant manual will be provided—with loaner manuals available the day of each class.

Contact Information: Mike Holmes, pwag.epc@gmail.com, 909-831-4868 [cell]

Member Agencies-Emergency Response

Bellflower Somerset Mutual Water Company

Crescenta Valley Water District

Kinneloa Irrigation District

La Puente Valley County Water District

Montebello Land & Water Company

Palmdale Water District

Pico Water District

Quartz Hill Water District

Rowland Water District

Rubio Cañon Land & Water Association

San Gabriel County Water District

San Gabriel Valley Municipal Water District

South Montebello Irrigation District

Three Valleys Municipal Water District

Valencia Heights Water Company

Valley County Water District

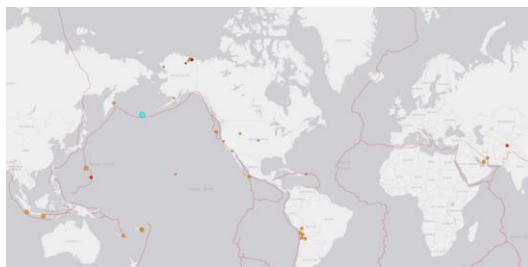
Walnut Valley Water District

Earthquake Data at the Speed of the Internet

With the recent (August 28) 4.4 magnitude earthquake striking in La Verne (and in the “backyards” of some of our members), here are a couple ways you can stay up-to-date with quick data about a local or a distant earthquake: the U.S. Geological Surveys Earthquake Hazards website is the best resource for information for recent and archived earthquake information (and its mobile-friendly). Bookmark it now:

<https://earthquake.usgs.gov>

You can also sign up for the *U.S. Geological Surveys Earthquake Notification Service* to get notified of earthquakes in areas, using your email and/or phone number.



There are also a number of apps for your smart phones that will also provide very timely and pertinent information. Use “search” to find a list of ‘earthquake notification apps.’ Some are free and others are at a nominal cost (the one I purchased was a \$1.99).

In this PWAG-ER Update:

- Access to Earthquake Data (p. 1)
- Upcoming SEMS/NIMS/ICS Training (p. 1)
- Upcoming Emergency Preparation Events (p. 2)
- The Great ShakeOut—Oct 18 (p. 3)
- Reminders: did you sign up for GETS/WPS (p. 3)
- Did you review the Mutual Aid Agreement? (p. 3)
- SB 833 SB 999 and AB 1877 ALL PASSED and are awaiting the Governor’s signature. (p. 4)

Upcoming Training

Date	Location	SEMS/NIMS/ICS Combined Course (G606)
Monday, Sep 17 7:30 a.m. to 4:00 p.m.	<i>Palmdale Water District</i> 2029. Ave Q, Palmdale	This course consists of an introduction to the Incident Command System, Standardized Emergency Management System, and the National Incident Management System. These courses constitute the foundation of emergency response training. Course Length: 8 Hours (qualifies for 8 contact hours) Cost: \$50 per participant (includes snacks and lunch) 1. To Sign-up: Email me as soon as possible , at pwag.epc@gmail.com , the names of the attendees, their email, and the date they prefer to attend. 2. On the day of the event, please bring one check, made out to “Rowland Water District,” for all your participants.
Monday, Oct 1 7:30 a.m. to 4:00 p.m.	<i>Rowland Water District</i> 3021 Fullerton Rd, Rowland Heights	
Monday, Oct 8 7:30 a.m. to 4:00 p.m.	<i>Crescenta Valley Water District</i> 2700 Foothill Blvd, La Crescenta	
Monday, Oct 15 7:30 a.m. to 4:00 p.m.	<i>Three Valleys Municipal Water District</i> 1021 E Miramar Ave, Claremont	
Monday, Oct 22 7:30 a.m. to 4:00 p.m.	<i>South Montebello Irrigation District</i> 437 S Bluff Rd, Montebello	

Upcoming Events—What Are You Doing to Get More Prepared?

September 19, 2018—Noon to 1:00 p.m.

FEMAs Emergency Management Institute (EMI) hosts One Link, One Bridge, Many Voices e-Forums every Wednesday from 3:00 - 4:00 p.m. ET. – Hispanic and Latino Americans in Emergency Management

Participation link: <https://fema.connectsolutions.com/emieforums>

Conference call-in: 800-320-4330, PIN 107622

Questions: <https://training.fema.gov/contactus/sendcomment.aspx>

EMI e-Forums are one-hour, moderated webinar panel discussions where EMI and the emergency management community discuss matters of interest related to emergency management and national preparedness with whole-community partners and peers. Through these forums, participants share their experiences in an informal exchange of ideas.

EMI e-Forums are free of charge and available to anyone who wishes to participate.

September 20, 2018—11:20 a.m.

The Federal Emergency Management Agency (FEMA), in coordination with the Federal Communications Commission (FCC), will conduct a nationwide test of the Emergency Alert System (EAS) and Wireless Emergency Alert Systems (WEA).

- The WEA portion of the test commences at 11:18 p.m. PDT, and the EAS portion follows at 11:20 p.m. PDT. The test will assess the operational readiness of the infrastructure for distribution of a national message and determine whether improvements are needed.
- This test will be a “Presidential Alert,” so even those who have disabled the WEA function on their cell phones will receive this alert, because the Presidential Alert function cannot be disabled.

Details of the test can be found at: <https://www.fema.gov/emergency-alert-test>

Thursday, October 18, 2018—10:18 a.m.

This means that wherever you are at that moment—at home, at work, at school, anywhere—you should [*Drop, Cover, and Hold On*](#) as if there were a major earthquake occurring at that very moment, and stay in this position for at least 60 seconds. The ShakeOut is not something you need to leave work to participate in—in fact, participating at work is encouraged! Businesses, organizations, schools, and government agencies can [register](#) and have their employees practice *Drop, Cover, and Hold On* or have a more extensive emergency drill.

The main goal of the ShakeOut is to get Californians prepared for major earthquakes, so use the ShakeOut as an opportunity to learn what to do before, during, and after an earthquake.

Visit www.earthquakecountry.org/sevensteps for tips on how to prepare, protect, and recover.



October 2018: Get Involved: National Cybersecurity Awareness Month

Securing the internet is a shared responsibility. Visit [Stay Safe Online](#) and view this [infographic](#) to learn how to get involved in National Cybersecurity Awareness Month (NCSAM) this October.

As always, NCSAM will be broken down into weekly cybersecurity themes:

- Week 1: Make your Home a Haven for Online Safety
- Week 2: Millions of Rewarding Jobs: Educating for a Career in Cybersecurity
- Week 3: It's Everyone's Job to Ensure Online Safety at Work
- Week 4: Safeguarding the Nation's Critical Infrastructure

In addition, DHS will be promoting four key messages throughout the month:

- Strengthen the Nation's Cybersecurity Ecosystem
- Cybersecurity is a Cross-Cutting, Cross-Sector Challenge, So We Must Tackle It Together
- Increase and Strengthen the Cybersecurity Workforce Across All Sectors
- Secure Critical Infrastructure from Cyber Threats

Participate throughout the month in [live events](#), as well as on social media:

- Use the #CyberAware hashtag.
- View live segments with experts each week on [Facebook](#), and follow [Twitter](#) for the latest news and resources.
- Join the #ChatSTC Twitter chat each Thursday in October at 12:00 p.m.

Lastly, organizations can register as a Champion to take action in support of NCSAM. Sign up on <https://staysafeonline.org/ncsam/>.

Reminders

➤ ***Have you considered signing-up for the Government Emergency Telecommunications Service (GETS) and the Wireless Priority Service (WPS) and Telecommunications Service Priority (TSP)***

GETS is a nationwide priority telecommunications service:

- Intended for use in a crisis, disaster, or other emergency when the probability of completing a phone call *has significantly decreased*.
- GETS subscribers receive a calling card that provides priority treatment in the Public Switched Network (PSN):

WPS is a priority feature activated on a specific cell phone:

- It gives authorized personnel priority treatment for cellular calls.
- In addition, WPS is complementary to, and can be used in conjunction with GETS.

For more information, download fact sheets for [GETS](#), and [WPS](#), visit the program webpages at <http://www.dhs.gov/about-office-emergency-communications>.

To Register for GETS/WPS: Please go to: www.dhs.gov/requesting-gets-and-wps.

PWAG Mutual Aid Agreement available for review and comment

Background: A group-wide mutual aid and response agreement was drafted and provided several months ago for review.

Please review and let me know of any comments or revisions. We hope to have this agreement finalized soon.

If you need a copy, please contact me.

Emergency Response Legislation—UPDATE

SB 821 – SB 833 — AB 1877

All three bills passed both the Assembly and the Senate and will be sent to the Governor for his review and signature.

Senate Bill 821 (Jackson)— An act to add Section 8594 to the Government Code, and to repeal and add Section 10850.9 of the Welfare and Institutions Code, relating to emergency services.

Status: Passed State Senate on April 26, 2018 (35-0), in State Assembly for third reading as Aug 16, 2018, August 31, 2018 Assembly amendments approved (38-0)

Summary:

1. Authorizes a city or county to enter into an agreement to access the contact information of resident accountholders through the records of a public utility or other agency, including an electrical or gas corporation, local publicly owned electric utility, public water agency, or other agency responsible for water service, waste and recycling services, or other property related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system.
2. Specifies that any county that enters into such an agreement is required to include procedures to enable any resident to opt-out of the warning system and a process to terminate the receiving agency's access to the contact information. Further specifies that a city or county shall not to use the information gathered for any purpose other than for emergency notification and ensure that the confidentiality of the contact information is protected under reasonable security procedures.
3. Defines "contact information" to mean a person's name, address, phone numbers, and email address.
4. Clarifies that public utility or other agency, including an electrical or gas corporation, local publicly owned electric utility, public water agency, or other agency responsible for water service shall not be subject to civil or criminal liability for the accuracy of, or any use, nonuse, or improper release of, the contact information it provides to the county under this section, including, without limitation, for any deficiencies or inaccuracies of the contact information provided.

From the author, "SB 821 helps ensure that more California residents will receive critical emergency alerts by authorizing county emergency management officials to automatically enroll residents in county-operated emergency notification systems. The bill also protects the privacy rights of California residents by ensuring that individuals who do not wish to receive alerts have the opportunity to opt-out from participating in local warning systems."

Potential Impact(s) to PWAG Member Agencies:

Obviously, there will be an administrative burden and cost when providing our customers' contact information—and managing the 'opt out process' AND the process to terminate the receiving agency's access to the contact information.

However, it does protect agencies from providing inaccurate information...

More information [here](#).

Senate Bill 833 (McGuire)—Emergency alerts: evacuation orders

Status: Passed State Senate May 31, 2018 (39-0), Au 6, 2018, passed Assembly Appropriations (17-0), to floor, ordered to third reading, Assembly concurred in amendments (39-0), enrolled and presented to the Governor, Sep 5, 2018.

Purpose of the bill: According to the author, “while it may be impossible to stop the new reality California faces with these unprecedented natural disasters, the statewide protocols for emergency alerts created by SB 833 will save lives. California must upgrade from 20th century technology and invest in tools that will help tackle 21st century challenges that threaten the safety of our communities.”

Recent amendments: “Recent author amendments rewrote portions of this bill and removed many requirements – and costs – for local agencies. The prior version of this bill required CalOES to ensure that local emergency offices were registered WEA operators and that each office had appropriate equipment and software. That version imposed a mandate on local agencies, resulting in significant and reimbursable costs. The current version of the bill removes those local requirements and instead authorizes CalOES to require a city or county to operate its alerting system in a manner that is consistent with state guidelines as a condition for certain types of grant funding.”

Proposed Legislation:

- 1) Requires OES, on or before July 1, 2019, to ensure that each emergency management office within a county or city and county is a registered federal wireless emergency alert (WEA) operator.
- 2) Requires OES, on or before July 1, 2019, to ensure that each emergency management office within a county or city and county has functional, up-to-date WEA software or state-sanctioned equivalent software along with suitable equipment needed to operate the WEA system or state-sanctioned equivalent emergency alert software.

Background—SB 833

Established pursuant to the federal Warning, Alert and Response Network (WARN) Act of 2008, WEA became operational in 2012. WEA is a public safety system that allows customers who own certain wireless phones and other enabled mobile devices to receive geographically-targeted, text-like messages alerting them of imminent threats to safety in their area. Wireless companies volunteer to participate in WEA, which is the result of a unique public/private partnership between the Federal Communications Commission, Federal Emergency Management Agency, and the wireless industry to enhance public safety.

Potential Impact(s) to PWAG Member Agencies

No estimated direct impacts or cost

Communication between emergency officials (local and state) to affected constituents has been noted as an area in need of improvement. This bill (is one of several) that seeks to address a glaring problem that arose during the 2017 wildfires – communicating and alerting residents in danger.

While this bill takes the initial step to create a standardized emergency alert system, it must be pointed out that these systems are reliant (specifically WEA) on infrastructure such as cell towers and power lines. In the event this infrastructure is destroyed in a disaster, the capability to reach residents through emergency alerts will be difficult and/or impossible.

Alerts are broadcast to coverage areas that best approximate the zone of an emergency. Mobile devices in the alert zone will receive the alert, even if they are roaming or visiting from another state. Consumers do not need to sign up for this service, and there is no fee associated with receiving alerts. The alert received by the mobile device is similar to a text message but the phone vibrates with much more force than it ordinarily would, and makes it squawk loudly, alerting the user that the message is no ordinary one.

See more [here](#).

Assembly Bill 1877 (Limón)— Office of Emergency Services, Communications, Translation

Status: Passed State Assembly, May 30, 2018 (69-6), passed Senate Appropriations June 26, 2018 (12-0), to Suspense File Aug. 6, 2018. Senate Amendments concurred in, to the Governor for consideration of signing.

This bill would mandate the governing body of each political subdivision, including each operational area, to translate any emergency communication to the public either into the most commonly spoken language other than English in the impacted county or counties, or, at the option of a county, into one or more commonly spoken languages other than English in the county.

More than 44% of Californians over the age of five speaking a language other than English at home, it is vital that emergency communications are made available in languages other than English. Exclusive and inadequate emergency communication does not have isolated consequences but places the health and safety of all Californians, including first responders, at risk during times when efficient communication is most needed. In January 2008, OES established the Office of Access and Functional Needs (OAFN). The purpose of OAFN is to identify the needs of people with disabilities and others with access and functional needs before, during, and after a disaster and to integrate disability needs and resources into emergency management systems. OAFN offers guidance to emergency managers and planners, disability and older adult service systems for planning and responding during disasters and recovery. Translated emergency communications, thus far, have not been required.

The author argues that this has led to inadequate emergency communication for non-English speaking communities. Specifies those events constituting a state or local emergency and provides for specified activities in preparation for, or response to, those events.

Potential Impact(s) to PWAG Member Agencies:

1. There could be costs associated with translation and other implementation efforts.
2. Because of the nature of these emergencies, translation services need to be delivered in a timely way. **Local agencies may be challenged with navigating the trade-off between managing costs and ensuring a speedy delivery of translated emergency communications.**
3. Additionally, WEA messages have a 90-character limit, which will restrict the amount of information that can be conveyed in each language when making dual language messages.

Background—AB 1877

For generations, emergency alerts have been sent over television and radio broadcasts, but anyone not watching or listening at the time of the alert is unable to receive the critical and possibly life-saving information. California's 58 counties have various systems that can send a recorded message to landlines, or to mobile devices through text or email alerts, however the mobile phone user must opt-in to these notifications. WEA is a public safety system that allows customers who own certain wireless phones and other enabled mobile devices to receive geographically-targeted, text like messages alerting them of imminent threats to safety in their area. Alerts are broadcast to coverage areas that best approximate the zone of an emergency. Mobile devices in the alert zone will receive the alert, even if they are roaming or visiting from another state.

Consumers do not need to sign up for this service, and there is no fee associated with receiving alerts. The alert received by the mobile device is similar to a text message but the phone vibrates with much more force than it ordinarily would, and makes it squawk loudly, alerting the user that the message is no ordinary one.

More information [here](#).

Proposed Legislation:

1. Requires OES to work with advocacy groups representing the deaf and hard-of-hearing to improve communication during emergencies with people who are deaf and hard-of-hearing.
2. Provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others.

During an emergency event, you don't rise to the occasion, you sink to your of preparation

Contact Information: Mike Holmes, pwag.epc@gmail.com, 909-831-4868 [cell]

CRESCENTA VALLEY WATER DISTRICT

STAFF REPORT

Information Item No. 2
October 4, 2018

To: Emergency Planning Committee
From: David S. Gould, P.E. – District Engineer
Subject: **Mutual Aid/Response Agreements**

INFORAMTION ITEM:

Discussion of Mutual Aid/Response Agreements with Los Angeles County, Public Works, Cities of Glendale, Burbank and Pasadena

BACKGROUND:

Staff has been working with Mr. Holmes, the Emergency Preparedness Coordinator for Public Water Agencies Group (PWAG) on a sample (see attached) mutual response agreement that can be used as a template for various agencies. The Mutual Response Agreement is used to provide assistance to other agencies, request assistance during an event and a mechanism to repay or get reimbursement after the event. The sample agreement was created by Mr. Holmes and by Jim Ciampa from Lagerlof, Senecal, Gosney, & Kruse and is under review by the PWAG emergency preparedness participants.

DISCUSSION:

Staff will be meeting with representatives from Los Angeles County, Public Works, Cities of Glendale, Burbank and Pasadena to establish mutual aid agreements that will allow CVWD to utilize manpower, equipment and material, if needed, during an event. At the same time, CVWD will be able to provide additional resources to our neighboring cities. This is in addition the mutual aid agreement that we have signed with FMWD and its sub-agencies.

RECOMMENDATION:

Staff recommends that we continue working towards obtaining mutual aid agreements with Los Angeles County, Public Works, Cities of Glendale, Burbank and Pasadena with a goal to complete it by March 2019.

Prepared & Submitted by:



David S. Gould, P.E.
District Engineer

Enclosures

Mutual Response Agreement Los Angeles County Water Agency Mutual Assistance Agreement

This AGREEMENT is made and entered into by the signatories to this Agreement, as listed on Exhibit A hereto, which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis as specified herein.

Said water utilities are individually referred to herein as a "Member Utility" and all of said water utilities are referred to herein collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of an emergency's impact, the parties hereby establish an Intrastate Program for Mutual Aid, Response and Assistance. Through this Mutual Aid, Response and Assistance Program (the "Program"), Members coordinate response activities and share resources during emergencies and assist during local emergencies or planned or unplanned outages, as defined herein. This Agreement sets forth the procedures and standards for the administration of the Program among the parties.

ARTICLE II. DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member Utility who is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member Utility's system, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous materials, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Member Utility and requires mutual assistance.
- C. **Members or Member Utilities** – Any public or private water utility that manifests intent to participate in the Program by executing this Agreement.

1. **Associate Member** – Any non-utility participant, approved by the Committee defined in Article III below, that provides a support role for the Program.
 2. **Requesting Member** – A Member Utility who requests aid or assistance under the Program.
 3. **Responding Member** – A Member Utility that responds to a request for aid or assistance under the Program.
 4. **Non-Responding Member** - A Member Utility or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.
- D. **Confidential Information** - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member Utility or Associate Member.
- E. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined, or during an Outage, as defined herein.
- F. **National Incident Management System (NIMS)** - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- G. **Standardized Emergency Management System (SEMS)** - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
- H. **Outage** – A period of time where a Member's water supply is interrupted to the extent that the interruption jeopardizes the health and safety of the Member's customers. An Outage is "planned" when the Member is given at least three (3) days prior notice of the interruption in supply. An Outage is "unplanned" when the Outage occurs without at least three (3) days prior notice of the interruption in supply, including when the Outage occurs unexpectedly.

ARTICLE III. ADMINISTRATION

The Program shall be administered through the Public Water Agencies Group Emergency Preparedness Coordinator (the "Coordinator") and the Emergency Preparedness Coordinator Administrative Committee (the "Committee").

The purpose of the Committee is to provide local coordination of the Program before, during, and after an Emergency or Outage. The Committee shall meet as frequently as necessary, but at least quarterly, to address Program issues and review emergency preparedness and response procedures. The Committee will be made up of at least five (5) representatives selected from among the Member Utilities. The Committee members shall work with the

Coordinator to plan and coordinate emergency planning and response activities for the Program, and shall ensure that all Member Utilities are informed of such activities and have the opportunity to participate in all related planning and training activities.

ARTICLE IV. PROCEDURES

- A. In coordination with the Committee, emergency management and public health systems of the state, the Committee and Coordinator shall develop operational and planning procedures for the Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and this Agreement. These procedures shall be reviewed at least annually and updated as needed by the Committee and Coordinator.
- B. Requests for emergency assistance or assistance with any Outage under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplemental water supplies, other supplies, and personnel. Assistance shall be given only when a Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. **Responsibility-** Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and be promptly provided to the Coordinator.
- B. **Member Request-** In the event of an Emergency or Outage (planned or unplanned), a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, supplemental water supplies and other supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures to be established by the Committee pursuant to Article IV hereof.
- C. **Response to a Request for Assistance** – Members are not obligated to respond to a Requesting Member's request. After a Member receives a request for assistance, that Member's Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, that Member's Authorized Representative shall inform, as soon as possible, the Requesting Member whether that Member will respond. If the Member is willing and able to

provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance. If a Member determines it cannot respond to a request for assistance, that Member shall not be responsible for any consequences associated with its failure to respond.

- D. Discretion of Responding Member's Authorized Official** – Execution of this Agreement does not create any duty for a Member to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONSE COORDINATION

When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. **Personnel**- Responding Member retains the right to identify the specific employees to be provided to a Requesting Member and the resources that are available.
- B. **Control** – While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. The Responding Member's designated supervisor(s) must keep accurate records of work performed by Responding Member's personnel during the specified Period of Assistance.
- C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the state per diem rates for that area. To the extent food and shelter costs exceed the state per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.
- E. **Status** - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in

their respective jurisdictions; and shall remain officers and employees, as applicable, of the Responding Member.

- F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII.

COST- REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member(s) will make such employees as are willing to participate available to Requesting Member at Requesting Member's expense equal to any Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly wage, plus fringe benefits and overhead, and consistent with Responding Member's collective bargaining agreements, if applicable, or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at a Responding Member's current equipment rate and subject to the following conditions: The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances.
 - (a) At the option of Responding Member, equipment may be provided with an operator.
 - (b) Equipment shall be returned to Responding Member within 24 hours after receipt of an oral or written request for return.
 - (c) During the Period of Assistance, Requesting Member shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment; provided that Requesting Member shall obtain Responding Member's consent before performing any such maintenance.
 - (d) Responding Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.

(e) In the event equipment is damaged while being dispatched to Requesting Member, or while in the custody and use of Requesting Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

- C. *Materials and Supplies*** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. *Supplemental Water Supplies*** – The Responding Member will provide the Requesting Member with a bill showing the amount of water delivered to the Requesting Member. Water will be billed at the highest rate incurred for imported water by the Responding Member, or as the Responding Member may otherwise agree.
- E. *Payment Period*** – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill within 60 days following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. *Records*** - Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. To the extent it deems necessary, each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

ARTICLE VIII. **ARBITRATION**

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in

accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, officers, employees and agents, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by a Responding Member, or by personnel provided to Requesting Member, from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Program, including, but not limited to, worker's compensation and commercial general liability insurance, and insurance on property, vehicles and equipment.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information provided to it under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall take effect for a new party immediately upon its execution by said party.

ARTICLE XVI.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to the Coordinator. Withdrawal takes effect 60 days after the appropriate official receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of Members then participating under this Agreement. The Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days' written notice to the parties.

ARTICLE XVIII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and any such attempted assignment or delegation shall have no effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member Utility in the Program by executing this Agreement on this _____ day of _____ 2018.

Member:_____

By:_____

Title:_____

Please Print Name

By:_____

Title_____

Please Print Name

Approved as to form and legality

By:_____
Attorney for Public or Private Utility

Please Print Name

CRESCENTA VALLEY WATER DISTRICT

STAFF REPORT

Information Item No. 3
October 4, 2018

To: Emergency Planning Committee
From: David S. Gould, P.E. – District Engineer
Subject: Status of Emergency Response Plan

INFORMATION ITEM:

Discussion of the status of CVWD's Emergency Response Plan

CVWD Emergency Operations Protocol Handbook

Staff is continuing working on an Emergency Operations Protocol Handbook (EOP), which will provide information and CVWD's emergency response procedures that may be used by staff and Board members during a disaster event.

The EOP handbook will include purpose of the handbook, goals & objectives, when and where to mobilize for a disaster event, personal emergency planning at home, information on the emergency operations center and coordination with local agencies.

Action Items:

1. *Staff to prepare a draft EOP Handbook for review.*
 - a. *Develop specific action plans for disaster such as fire, earthquake or power outage.*
2. *Staff to see if a portal can be set up on the website to store information for employees & Board.*

Coordination with Local Emergency Agencies

Staff is still working on coordination with Law Enforcement, Fire Departments and Community Emergency Response groups including setting up open communications with these agencies to make sure CVWD is included in the planning and implementation of local emergency response program.

Action Items:

1. *Staff to meet with the LA County Sheriff's Department and LA County Fire Department about emergency response planning.*
2. *Staff to meet with MWD about Emergency Operation Center in Eagle Rock regarding emergency response planning.*
3. *Staff to meet with Local CERT Program and CV Ready personnel about setting up specific duties or tasks they can assist CVWD during an emergency.*
4. *Staff to meet with representatives from GUSD about setting up specific duties or tasks they can assist CVWD during an emergency.*

CV Community Preparedness:

- Emergency community water supply
 - o Installation and coordination of an Emergency Community Water Station at Rosemont Reservoir
- Community volunteers for very specific jobs (use retired employee to identify jobs)
 - o Meet with Local CERT & CV Ready
- Specific disaster scenarios with mitigation plans, automated scripts and required resources
 - o Staff to prepare scenarios to review and discussion with Committee
- Harden customers' expectations via personal emergency preparation
 - o Information to be provided on CVWD Website

District Preparedness:

- Employee access to emergency information via website portal
- Employee communication
- Fuel agreements with local gas stations
- Liaison with first responder/law enforcement
- Cost tracking/recovery

Emergency Planning Committee Schedule:

The following meeting dates for the Emergency Planning Committee regarding planning and discussion towards the District's emergency preparedness.

The Emergency Planning Committee agreed on the following schedule:

- **November 15, 2018** – Emergency Planning Committee – Review draft EOP Handbook for staff and Board Members
- **December 13, 2018** – Review draft Mutual Aid agreements with Glendale, Burbank, Pasadena and other agencies. Coordination and logistics with Law Enforcement, Fire Departments and Community Emergency Response groups
- **January 17, 2019** – Emergency Planning Committee – Installation and coordination of a Community Water Station
- **February 21, 2019** - Emergency Planning Committee – Discussion on communication to residents during an emergency event

Prepared & Submitted by:

A handwritten signature in blue ink, appearing to read 'D. Gould', is written over a horizontal line.

David S. Gould, P.E.
District Engineer