

CRESCENTA VALLEY WATER DISTRICT

2700 Foothill Boulevard
La Crescenta, California

Agenda for the
Adjourned Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on Tuesday, April 26, 2022, at 7:00 p.m.

Posted: Friday, April 22, 2022, at 4:30 p.m.

AUDIO & VIDEO CONFERENCING NOTICE

[This meeting will be held by audio & video conference only.]

Under AB 361 and District Resolution No. 772, the District will continue to hold Board and Committee meetings by teleconference, due to the continuing State of Emergency for COVID-19 and the ongoing imminent risks to the health or safety of the attendees from COVID-19.

Any member of the public may participate using a touchtone phone. You may select any of the following phone numbers (there are more than one for increased reliability during this time of increased phone traffic)

(669) 900-6833

(346) 248-7799

(929) 205-6099

(253) 215-8782

(301) 715-8592

(312) 626-6799

Then, enter Access Code: 884 0158 7588

Those members of the public who are able to and would like to additionally participate through computer may access the Zoom audio & video conferencing tool available at the following link:

<https://us02web.zoom.us/j/88401587588>

Public comment may be made either by emailing comments ahead of the meeting or by speaking over the phone. Emailed comments will be sent to the Board of Directors prior to the meeting and posted on the District's website. Comments may be sent to Christy Colby, Regulatory and Public Affairs Manager, at (818) 248-3925 or customerservice@cvwd.com by 3pm on April 26, 2022.

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by contacting the District by phone or in writing at the above email address. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.

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 and posted on the District's website.

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-minute (3) comment. Under the provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda, except under certain circumstances.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of the Minutes of the Regular Board Meeting on April 12, 2022.
2. Ratification of Disbursements for March 2022.
3. Consideration and approval for the continuation of remote meetings.

Action Calendar

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

1. **License Agreement between City of La Canada Flintridge and Crescenta Valley Water District – La Granada Lift Station, Project S-962** – Consideration and motion to authorize the General Manager to enter into a license agreement with the City of La Canada Flintridge for the new emergency electrical generator and maintenance and operations at the La Granada Lift Station.
2. **Drought Update** – Placeholder for discussion and possible action for considerations related to the current drought.

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
- Technology Committee

Directors' Oral Reports – Reports on issues, meetings, or activities attended by Directors.

Board Members' Request for Future Agenda Items

Closed Session

Conference With Legal Counsel – Existing Litigation

- (Paragraph (1) of subdivision (d) of Section 54956.9)
- Name of case: Lazar, et al., vs. Pandazos, et al., Los Angeles Superior Court Case No. 21STCV19845

Conference with Labor Negotiators

- Agency designated representatives: Nem Ochoa; James Lee; Arturo Montes
- Employee organization: The Crescenta Valley Water District Employees' Association Chapter of AFSCME Local 1902.

Adjournment

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CRESCENTA VALLEY WATER DISTRICT REGULAR MEETING, BOARD OF DIRECTORS April 12, 2022

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District made at the Adjourned Regular Meeting on March 22, 2022, a Regular Meeting was held on April 12, 2022, at 7:00 p.m. through audio and video conference. A call-in number was clearly noted on the meeting Agenda, posted in accordance with the Brown Act, due to the COVID-19 pandemic, with Vice President Kerry D. Erickson presiding.

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

Directors:
James D. Bodnar (absent)
Kerry D. Erickson
Ken R. Putnam
Sharon S. Raghavachary
Judy L. Tejeda

Attorney: **Elsa Sham**

General Manager: **Nem Ochoa**

Director of Finance & Administration: **James Lee**

Director of Engineering & Operations: **David Gould**

Staff Members:
Arturo Montes, Finance & Administration Manager
Brook Yared, Engineering Manager
Christy Colby, Regulatory & Public Affairs Manager
Kellen Boyce, System Operations Manager
Tessa Allmon, Customer Service Representative
Adam Sutphin, Analyst
Pam Leddy, Administrative Assistant

Public Participation: **Frank Colcord**

Guests:
Paul Chau, Kennedy Jenks
Ed Yang, Kennedy Jenks
Connor Rutten, Kennedy Jenks

PLEDGE OF ALLEGIANCE

Director Erickson opened the meeting by leading the Directors and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Tejada, seconded by Director Raghavachary, and carried by a 4-0 roll call vote that the Agenda for the Regular Meeting of April 12, 2022, be adopted as presented.

AYES: Director Erickson
Director Putnam
Director Raghavachary
Director Tejada

NOES: None

ABSENT: Director Bodnar

PUBLIC COMMENTS – None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – Mr. Colcord reported that on March 28, 2022, the Governor issued an executive order that requires local water districts to move to level 2 of their water shortage contingency plans. Mr. Colcord stated that Crescenta Valley Water District is currently in compliance with this order. Mr. Colcord announced that progress was made on the Bay Delta voluntary agreement in which the Federal, State, and Local Agencies collaboratively manage the human environmental demands on the State's largest source of drinking water. Mr. Colcord reported that the Metropolitan Water District announced that their Board of Directors is considering implementing mandatory conservation and restrictions on outdoor water use to member agencies that primarily use water from the State Water Project. Mr. Colcord stressed that even though this would not directly affect Crescenta Valley Water District, its customers should continue to use water wisely. Mr. Colcord confirmed that Foothill Municipal Water District will participate at La Canada's Fiesta Day Event on Memorial Day by providing information on water conservation and rebates.

CONSENT CALENDAR

It was moved by Director Tejada, seconded by Director Raghavachary, and carried by a 4-0 roll call vote to approve the Minutes of the Adjourned Regular Board Meeting held on March 22, 2022, through audio and video conference, and to reaffirm Resolution No. 772 to find that (1) Los Angeles County officials have imposed or recommended measures to promote social distancing; and (2) meeting in person would present imminent risks to the health and safety of attendees.

AYES: Director Erickson
Director Putnam
Director Raghavachary
Director Tejada

NOES: None

ABSENT: Director Bodnar

ACTION CALENDAR

Resolution No. 777 – Mr. Gould announced that the U.S. Bureau of Reclamation (USBR) is making grant funding available through its 2022 WaterSMART Program for a Small-Scale Water Efficiency Grant, which will provide 50/50 cost share funding. Mr. Gould stated that CVWD’s AMI program could be eligible for this grant program and concluded that replacement of the District’s 1 ½-inch and 2-inch water displacement meters with new and more efficient “Smart Meters” would meet the grant requirements. Mr. Gould stated that CVWD staff will work with John Robinson Consulting (JRC) to prepare the USBR grant application that will request a \$100,000 grant from the USBR with the intent of a \$100,000 cost match from CVWD. Mr. Gould stated that as part of the process, the USBR is requesting that a resolution be approved by the Board of Directors to certify that CVWD: 1) has the legal authority to enter into an agreement with USBR; 2) has reviewed and supports the application submitted; 3) has the capability to provide the amount of funding and/or in-kind contributions specified in the application funding plan; and 4) will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

Following discussion:

It was moved by Director Tejeda, seconded by Director Raghavachary, and carried by a 4-0 roll call vote to adopt Resolution No. 777, such that CVWD can continue with preparation and submittal of a USBR grant application for the 1 ½-inch and 2-inch Meter for Advanced Metering Infrastructure Project.

**AYES: Director Erickson
Director Putnam
Director Raghavachary
Director Tejeda**

NOES: None

ABSENT: Director Bodnar

Installation of a New Fire Service for Clark Magnet High School, Project D-21-G2 – Mr. Yared stated that CVWD has been assisting Glendale Unified School (GUSD) on the construction of a new building at Anderson W. Clark Magnet High School (Clark) and the installation of a new fire service line. Mr. Yared stated that on February 8, 2022, the Board authorized the General Manager to advertise for bids for the subject project. Mr. Yared shared that Carney Engineering Construction, Inc. was the apparent lowest bidder for the project at a mandatory pre-bid meeting that was attended by five (5) contractors. Mr. Yared stated that the engineer’s estimate was \$151,000 and the low bid was \$135,000 or 11% less than the engineer’s estimate. Mr. Yared recapped that the project work and construction is being performed on behalf of GUSD and that GUSD has agreed to reimburse CVWD for design, inspection and construction costs. Mr. Yared shared that CVWD will hold a community meeting for the residents on the 4800 block of Cloudsdale Ave. prior to construction.

Following discussion:

It was moved by Director Tejada, seconded by Director Erickson, and carried by a 4-0 roll call vote to a) award a contract to the lowest responsible bidder, Carney Engineering Construction, Inc. for the installation of a new fire service for Clark Magnet High School at a cost of \$135,000 and establish a contingency amount of \$13,500 (10% of contract) to cover the cost of unforeseen or additional work b) authorize the General Manager to enter into an agreement with Wallace & Associates Consulting, Inc. for construction management and inspection services for the fire service installation project at cost of \$43,626.

AYES: Director Erickson
Director Putnam
Director Raghavachary
Director Tejada

NOES: None

ABSENT: Director Bodnar

Professional Engineering Services for the 2023 Wastewater Master Plan – Mr. Gould reported that staff solicited requests for proposals (RFPs) from twelve (12) consulting engineering firms for professional engineering services to prepare CVWD's 2023 Wastewater Master Plan (WWMP), which will be the District's first WWMP since the collection system was installed in the 1980's. Mr. Gould stated that the WWMP will evaluate CVWD's wastewater system, assess current and future system reliability, and prioritize recommended system improvements. Mr. Gould stated that a pre-proposal meeting was held on March 1, 2022 and attended by six (6) firms. Mr. Gould said that CVWD received two (2) proposals on March 29, 2022 and presented a consultant ranking summary showing that staff ranked Kennedy Jenks as the highest ranked firm. Mr. Gould presented the RFP for the 2023 Wastewater Master Plan and the proposal provided by Kennedy Jenks. Mr. Paul Chau, Mr. Ed Yang, and Mr. Connor Rutten of Kennedy Jenks were available to answer questions.

Following discussion:

It was moved by Director Erickson, seconded by Director Raghavachary, and carried by a 4-0 roll call vote to authorize the General Manager to enter into an agreement with Kennedy/Jenks Consultants, Inc. to provide professional engineering services for the 2023 Wastewater Master Plan at a cost of \$285,533 and establish a contingency amount of \$28,553 (10% of contract) to cover the cost of unforeseen or additional work.

AYES: Director Erickson
Director Putnam
Director Raghavachary
Director Tejada

NOES: None

ABSENT: Director Bodnar

INFORMATION ITEMS – None

WRITTEN COMMUNICATIONS TO DISTRICT – None

REPORTS OF PERSONNEL – No report

GENERAL MANAGER – Mr. Ochoa announced that the Water and Wastewater Education Center located in the courtyard of the Main Office is near completion and provided a description of the educational exhibits which have been incorporated into the garden. Mr. Ochoa reported that CVWD is continuing to maintain a 15% voluntary water conservation rate and is in compliance with Executive Order No. N-7-22. Mr. Ochoa noted that the Executive Order requests the expediting of groundwater recharge programs and the adoption of regulations prohibiting non-functional grass for commercial use. Mr. Ochoa congratulated Wendy Holloway for completing over forty (40) years of dedication and service with CVWD and that the District would be celebrating her tenure with the District. He further announced that the aforementioned Water and Wastewater Education Center would be dedicated to Ms. Holloway as recognition for her extraordinary service and tenure. Ms. Colby announced that CVWD will have a booth representing the District at the Home Town Fair at Crescenta Valley Park on Saturday, April 30, 2022. Mr. Gould stated that 99.2 MG of water was produced during the month of March 2022, representing a 60%/40% split, and provided highlights of the Engineering Report. Mr. Gould reported that 16.36” of rainfall has been received for the rainfall year.

ATTORNEY Y – No report

REPORTS OF PERSONNEL – None

REPORTS OF COMMITTEES

Engineering Committee – Director Erickson reported that the Committee had met on April 7, 2022. An audio/video conference meeting is scheduled on May 17, 2022.

Finance Committee – Director Bodnar reported that the Committee had not met. An audio/video conference meeting is scheduled on April 21, 2022.

Employee Relations Committee – Director Tejeda reported that the Committee had not met. An audio/video conference meeting is scheduled on April 14, 2022.

Policy Committee – Director Bodnar reported that the Committee had not met; however, an audio/video conference meeting will be scheduled as needed.

Community Relations/Water Conservation Committee – Director Tejeda reported that the Committee had not met; however, an audio/video conference meeting will be scheduled as needed.

Emergency Planning Committee – Director Putnam reported that the Committee had not met; however, an audio/video conference meeting will be scheduled as needed.

Executive Committee – Director Bodnar reported that the Committee had not met; however, an audio/video conference meeting will be scheduled as needed.

Technology Committee – Director Raghavachary reported that the Committee had met on April 4, 2022. An audio/video conference meeting will be scheduled as needed.

DIRECTORS' ORAL REPORTS

Director Erickson – No report

Director Bodnar – No report

Director Tejeda – No report

Director Putnam – No report

Director Raghavachary – No report

BOARD MEMBERS REQUESTS FOR FUTURE AGENDA ITEMS – None

CLOSED SESSION – None

ADJOURNMENT

There being no other business to come before the Board, at 7:48 p.m., the meeting was adjourned to April 26, 2022, at 7:00 p.m.

APPROVED

James D. Bodnar
President

James Lee
Director of Finance & Administration

CASH DISBURSEMENTS LIST

MARCH 2022



<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
0		Los Angeles County Public Works	Excavation permits - March 2022	2,296.00	
0	03/17/2022	Los Angeles County Public Works	E-1021 - excavation permit	1,542.00	
0	03/10/2022	Southern California Edison Co.	Purchased power - October 2021 through February 2022	166,134.92	4,883.82
0	03/29/2022	CalPERS	Contributions - February 2022		
0	03/23/2022	Southern California Edison Co.	Power purchased - March 2021 through January 2022 for TOU	63,880.32	
0	03/30/2022	US Bank St. Paul	Bond debt service payment	46,520.00	
43931	03/01/2022	County of Los Angeles Fire Department	Subpoena Records Request	10.65	4.35
43932	03/08/2022	AAL Maintenance	Office - monthly landscape maintenance - March 2022	255.50	94.50
43933	03/08/2022	ACWA/JPIA	Group Health - March 2022	77,184.90	50,856.76
43934	03/08/2022	ADS, LLC	Sewer flow monitoring - February 2022		1,130.00
43935	03/08/2022	Airgas USA, LLC	Misc. safety supplies - February 2022	169.02	175.92
43936	03/08/2022	Apex Manufacturing Solutions	S-962 - SCADA design services - February 2022		11,675.00
43937	03/08/2022	Aqua Solutions, Inc.	Well #2 - purification kit	512.60	
43938	03/08/2022	ARC	Monthly MSP - February 2022	141.09	47.03
43939	03/08/2022	Regino Avalos	Rosemont & Markridge clean-up, landscape maintenance at 7 sites	3,324.03	195.97
43940	03/08/2022	B.L. Wallace Distributor, Inc.	E-1034 - 48 meter boxes & lids	5,172.96	
43941	03/08/2022	Bridgmore Solutions, Inc.	Employee training/development - February 2022	830.00	170.00
43942	03/08/2022	CCS Interactive, Inc.	Monthly website hosting - March 2022	127.50	42.50
43943	03/08/2022	City of Glendale	City of Glendale tax - February 2022	37,805.20	
43944	03/08/2022	City of Glendale	Rockhaven lease & water purchased - February 2022	9,434.71	
43945	03/08/2022	City of Glendale - Permits	Excavation permits - February 2022	3,948.00	
43946	03/08/2022	City of Glendale Water & Power	Power purchased - February 2022	29,899.57	
43947	03/08/2022	Consolidated Electrical Distributors, Inc.	E-939 - Well #5 - new circuit breakers	937.98	
43948	03/08/2022	Diggs Organization, Inc.	Consulting services for maint production and standby SOP's - February 2022	1,261.60	258.40
43949	03/08/2022	Raymond Dodge	E-939 - Reimbursement - March 2022	129.78	
43950	03/08/2022	DYI Home Center	Misc. hardware - February 2022	48.04	16.01
43951	03/08/2022	E&M Electric & Machinery, Inc.	Top View Support annual renewal - June 2022 through May 2023	802.50	267.50
43952	03/08/2022	Foothill Car Wash, Lube & Oil	Units #49 & #55 - oil changes	105.76	64.82
43953	03/08/2022	Grainger	Misc. supplies - February 2022	425.63	274.69

43954	03/08/2022	Highroad Information Technology	Managed services, renewals, & PC replacements - February 2022	10,086.50	2,815.50
43955	03/08/2022	Joseph G. Pollard Co., Inc.	Unit #46 - telescoping valve key	293.63	305.61
43956	03/08/2022	Christina Kopelman	Reimbursement for Project Management Risk Course	600.00	399.00
43957	03/08/2022	KR Nida Companies	C-1038 - modify shed at Ed Reservoir for radio upgrades	11,054.77	3,684.92
43958	03/08/2022	Michael K. Nunley & Associates, Inc.	D-21-G2 - Design service for GUSD - February 2022	3,132.75	
43959	03/08/2022	Movses Handyman Service	Misc. repairs - February 2022	112.50	37.50
43960	03/08/2022	Napa Auto Parts	Unit #30 - new battery	168.57	
43961	03/08/2022	Office Furniture Max	Misc. office supplies - February 2022	348.34	312.45
43962	03/08/2022	One Ring Networks, Inc.	Office/Glenwood - data communication - March 2022	1,012.50	337.50
43963	03/08/2022	O'Reilly Auto Parts	Misc. parts - February 2022	100.68	61.70
43964	03/08/2022	Paper Cuts, Inc.	Paper shredding - February 2022	2.60	2.40
43965	03/08/2022	Paveco Construction, Inc.	Paving various locations - February 2022	43,342.10	
43966	03/08/2022	Ramco	Concrete & crushed base - February 2022	506.80	
43967	03/08/2022	Red Wing Business Advantage	Rawlings - safety boots	139.71	57.07
43968	03/08/2022	Jeanette Ruffalo	Refund check - 3133 Altura	58.37	
43969	03/08/2022	South Coast Air Quality	Unit # 57 - annual renewal fees - 2022	582.74	
43970	03/08/2022	Spectrum Business	Glenwood/Mills/Lowell - data communication - February 2022	316.68	111.25
43971	03/08/2022	Spectrum Business	Office - voice communication - March 2022	227.21	178.52
43972	03/08/2022	Spectrum Business	Glenwood/Office - wireless communication - March 2022	1,048.50	349.50
43973	03/08/2022	The Gas Company	Glenwood - gas purchased - February 2022	521.49	164.67
43974	03/08/2022	Underground Service Alert	Underground notifications - February 2022	266.22	125.29
43975	03/08/2022	UniFirst Corporation	Uniform rentals - February 2022	545.63	162.98
43976	03/08/2022	Christine Vartzbedian	Refund check - 2262 Del Mar #5	20.35	
43977	03/08/2022	Vision Service Plan Co.	Group Vision - February 2022	235.62	157.08
43978	03/08/2022	Waste Management - Sun Valley	Office - disposal - March 2022	247.52	78.17
43979	03/08/2022	Western Water Works	Misc. stock & E-1033 supplies - February 2022	8,311.39	
43980	03/10/2022	Tetra Tech, Inc.	E-1033 - Professional services - December 2021	3,060.00	
43981	03/16/2022	Cypress Ancillary Benefits	Group dental - January & March 2022	4,538.68	2,593.25
43982	03/18/2022	Christy Joana Colby	Health reimbursement	887.22	591.48
43983	03/23/2022	Abe's Lock and Key	Misc. supplies - February 2022	71.53	35.23
43984	03/23/2022	ADS, LLC	Sewer flow monitoring - March 2022		1,130.00
43985	03/23/2022	Affordable Generator Services, Inc.	Annual service maintenance - 2022	10,810.94	
43986	03/23/2022	Aflac	Employee paid insurance - February 2022	2,641.24	
43987	03/23/2022	Apex Manufacturing Solutions	E 939 - SCADA support services - February 2022	392.06	
43988	03/23/2022	Aqua - Metric Sales, Co.	E-1034 - 48 Smart points for stock - 1 1/2" chamber to repair meter	8,753.14	
43989	03/23/2022	ARC	D-21-G2 - plans and specs	555.26	
43990	03/23/2022	AT&T	Voice communication - March 2022	605.28	475.58
43991	03/23/2022	AT&T Mobility	Cell phone charges - March 2022	2,079.23	621.07
43992	03/23/2022	Athens Services	Trash and recycling - March 2022	216.11	68.25

43993	03/23/2022	Best Best & Krieger	Watermaster services - February 2022	1,708.30	
43994	03/23/2022	BSK Associates	Water quality - February 2022	4,033.70	
43995	03/23/2022	Armida N. Castro	Well 8 site lease - July 2021 to June 2022	75.00	
43996	03/23/2022	CCS Interactive, Inc.	Logo swap, calender update & banner - March 2022	843.75	281.25
43997	03/23/2022	City of Glendale Alarm Program	Glenwood Plant - March 2022	178.92	73.08
43998	03/23/2022	City of Los Angeles	Capital & O & M portion of ASSSC - March 2022		220,998.00
43999	03/23/2022	CJC Maintenance Services	Janitorial services - March 2022	494.00	156.00
44000	03/23/2022	Colonial Life & Accidents Ins.	Employee paid insurance - March 2022	447.34	
44001	03/23/2022	Esther Coronado	Well 8 site lease -July 2021 to June 2022	75.00	
44002	03/23/2022	Costco Wholesale Membership	*This check was voided		
44003	03/23/2022	Cypress Ancillary Benefits	Group dental - April 2022	2,278.06	1,297.16
44004	03/23/2022	Raymond Dodge	Dodge - reimbursment for lunch with Systems Integrated	36.23	24.15
44005	03/23/2022	Dudek	E-1033 - Inspection services - February 2022	1,600.00	
44006	03/23/2022	Fire Master	Annual safety fire extinguisher training	751.19	306.82
44007	03/23/2022	Foothill Municipal Water	Water delivery - February 2022	225,201.43	
44008	03/23/2022	Grace Environmental Services	Well #2 - monitoring assistance - February 2022	3,103.24	
44009	03/23/2022	Great America Leasing Corp.	Kyocera copiers lease - March 2022	1,185.09	1,138.62
44010	03/23/2022	Green Media Creations, Inc.	PSA video with High School students	3,350.00	1,650.00
44011	03/23/2022	Gsolutionz Professional Services	Voice communication - April 2022	185.61	145.84
44012	03/23/2022	Hach Company	Chlorine analyzer maintenance - March 2022	4,060.59	
44013	03/23/2022	Harper & Associates Eng, Inc.	E-1036 - Inspection services - February 2022	5,760.00	
44014	03/23/2022	Highroad Information Technology	UPS battery replacement	171.30	54.09
44015	03/23/2022	Home Depot Credit Services	Misc. hardware - February 2022	186.35	193.95
44016	03/23/2022	InfoSend, Inc.	Printing & postage for billing - February 2022	771.60	741.35
44017	03/23/2022	Brianne Keith-Urquidez	Well 8 site lease - June 2021 to June 2022	75.00	
44018	03/23/2022	LA Dept Water and Power	Power purchased - March 2022	56.55	
44019	03/23/2022	Lagerlof, LLP	Legal services - February 2022	2,735.52	600.48
44020	03/23/2022	Pam Leddy	Event reimbursment	105.63	52.03
44021	03/23/2022	Liebert Cassidy Whitmore	Legal Services - January 2022	7,443.96	1,634.04
44022	03/23/2022	Lincoln Financial Group	Life and Disability Insurance - April 2022	785.47	523.64
44023	03/23/2022	Monsido, Inc.	Annual fee for ADA Website Compliance	3,450.00	1,150.00
44024	03/23/2022	Plumbers Depot, Inc.	Unit #33 - 5' transmission cable & new cleats for tracks		821.21
44025	03/23/2022	Prohealth Glendale Medical Group	Covid testing & return to work physical	610.50	234.50
44026	03/23/2022	Public Water Agencies Group	Emergency Prepardness Program - March 2022	481.88	481.87
44027	03/23/2022	Red Wing Business Advantage	Aceves/Hernandez - safety boots	249.48	101.90
44028	03/23/2022	Shell	Gas purchased - February 2022	1,783.77	532.82
44029	03/23/2022	Joel Steven Smith	Well #8 site lease - June 2021 to July 2022	75.00	
44030	03/23/2022	Sterling Water Technologies, LLC	Well #2 - phosphate & coagulant	781.35	
44031	03/23/2022	Toro's Lawnmower & Garden	Misc. tools - February 2022		50.57

44032	03/23/2022	Tri-Xecutex Corp.	Security alarm monitoring - April-June 2022	153.36	62.64
44033	03/23/2022	Wells Fargo Card Services	Colby - monthly email charges, public outreach, educational center sign	2,758.37	69.29
44034	03/23/2022	Wells Fargo Card Services	Gould - tools, handbooks & training manuals, SCWUA	478.63	501.83
44035	03/23/2022	Wells Fargo Card Services	Holloway - AWWA Spring Conference, misc. supplies	694.80	165.40
44036	03/23/2022	Wells Fargo Card Services	Lee - monthly Zoom conferencing, trainings, team development	945.59	290.79
44037	03/23/2022	Wells Fargo Card Services	Ochoa - team building, AWWA training, survey monkey	730.62	298.16
44038	03/23/2022	Wells Fargo Card Services	Telles - CSDA conferences, uniforms	1,994.89	576.39
44039	03/23/2022	Wells Fargo Card Services	Whittaker - training, books, working meals, uniform shirts	1,470.53	462.03
44040	03/23/2022	Wells Fargo Card Services	Erickson - ACWA Spring Conference registration	384.40	235.60
44041	03/23/2022	Western Water Works	Misc. stock & E-1033 supplies - February 2022	15,478.60	
44042	03/23/2022	Westlake Ace Hardware	Misc. supplies - February 2022	243.31	109.99
44043	03/24/2022	Marco Avila	Refund check - 3528 Encinal	33.09	
44044	03/24/2022	Ana Jiminez	Refund check - 3340 Prospect	40.20	
44045	03/24/2022	Arment Zadooriani	Refund check - 2752 Alabama	27.62	
44046	03/30/2022	Siaki Mortenson	Reimbursement - American Water College	199.99	44.00
44047	03/30/2022	Kellen Boyce	Reimbursement - Special Districts Leadership Academy	194.25	64.75
44048	03/30/2022	Jude Herrera	Wellness reimbursement	18.75	6.25
44049	03/30/2022	Jonathan Russo	D-3 certification	400.00	
44050	03/30/2022	Darlene Telles	Reimbursement - Special Districts Leadership Academy	194.25	64.75

Subtotals	\$872,366.18	\$321,143.73
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Total Disbursements for March 2022	\$1,193,509.91
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Payroll Report

Directors	1,440.00
Office Regular Payroll	149,716.00
Office OT	1,605.00
Plant Regular Payroll	83,417.00
Plant OT & Standby	9,410.00
Employer Payroll Taxes	18,239.00
Payroll Service Charges	430.00

Total Payroll for March 2022	\$264,257.00
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CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS – STAFF REPORT

To: Honorable President and Members of the Board of Directors
From: Thomas Bunn – General Counsel
Subject: **Approve continuation of remote meetings as described in AB 361 and make required findings**

DISCUSSION :

At the September 28, 2021 Board meeting, pursuant to AB 361, the Board of Directors adopted Resolution No. 772, which authorized the Board to continue to have remote meetings based upon the continued state of emergency for COVID-19, and made findings that (1) Los Angeles County officials have imposed or recommended measures to promote social distancing; and (2) meeting in person would present imminent risks to the health and safety of attendees. In order to continue to have remote meetings, AB 361 requires that the Board reaffirm one or both of those findings within 30 days after the first remote meeting, and every 30 days thereafter, provided that a state of emergency continues to be in place.

At the time this report was prepared, there is a continued state of emergency for COVID-19. This item is on the agenda for the Board to consider whether to reaffirm the resolution and make the required findings to continue to have remote meetings for an additional 30 days. The resolution authorizes the Board to extend the resolution by motion.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

The Board of Directors reaffirm Resolution No. 772 and find that (1) Los Angeles County officials have imposed or recommended measures to promote social distancing; and (2) meeting in person would present imminent risks to the health and safety of attendees.

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 1

April 26, 2022

To: Honorable President and Members of the Board of Directors
From: David S. Gould, P.E. – Director of Engineering & Operations
Subject: License Agreement - New Emergency Electrical Generator at the La Granada Wastewater Lift Station, Project S-962

ACTION ITEM:

License Agreement between City of La Cañada Flintridge and Crescenta Valley Water District – La Granada Lift Station, Project S-962 – Consideration and motion to authorize the General Manager to enter into a license agreement with the City of La Cañada Flintridge for the new emergency electrical generator and maintenance and operations at the La Granada Lift Station.

BACKGROUND:

CVWD has an existing wastewater lift station located at 1901 La Granada Way, next to Glenhaven Park, that collects sewage from about 35 homes. The wastewater lift station has a capacity of about 3,000 gallons and typically operates for about an hour a day to pump wastewater into the collection system.

The City of La Cañada Flintridge (LCF) had concerns about the location and operations of the lift station since it is located within Glenhaven Park. The lift station was installed in 1985, and no records were found regarding any previous easement or agreement for the lift station between CVWD and LCF.

DISCUSSION:

Staff was working with LCF back in April 2021 on the preparation of a license agreement (Agreement) between CVWD and LCF. At that time, it was determined that the property was not deeded from Los Angeles County to LCF and that a license agreement was needed between LCF and LA County before the project could move forward. The Agreement between LCF and LA County was completed and signed in March 2022. See attached.

The next step is to approve the attached Agreement between LCF and CVWD for the installation of the new emergency generator, the repair, replacement, operation, and maintenance of CVWD's wastewater lift station, and landscape maintenance around the lift station. This Agreement has been reviewed by CVWD's legal counsel and LCF's City Attorney.

After this is completed, the contractor Affordable Generator Services, Inc. (AGS), can obtain the permits from LCF, and the project can proceed to construction. AGS has already purchased the emergency generator and ordered the remaining equipment and materials. It is anticipated that construction will begin in June 2022 and be completed by August 2022.

RECOMMENDATION:

It is Staff's recommendation to authorize the General Manager to enter into a license agreement with the City of La Cañada Flintridge for the new emergency electrical generator and maintenance and operations of the La Granada Lift Station.

FUNDING AVAILABILITY:

Not Applicable

Prepared by:



David S. Gould, P.E.
Director of Engineering & Operations

Submitted by:



Nem Ochoa
General Manager

Attachments:

1. License Agreement between LA County and LCF dated March 23, 2022
2. License Agreement between CVWD and LCF

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NON-EXCLUSIVE LICENSE AGREEMENT

This **NON-EXCLUSIVE LICENSE AGREEMENT** ("License") is made and entered into this 23rd day of March, 2022, by and between the **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Licensor" or "County") and the **CITY OF LA CAÑADA FLINTRIDGE** ("Licensee").

RECITALS:

A. County was authorized to transfer certain real property identified as Assessors Parcel Numbers 5810-019-901 and 5810-019-904, located at Parkdale Place, La Cañada Flintridge, CA 91011, ("Property") to the Licensee. Licensee has maintained and operated a park on the Property for many years thereafter. It was very recently discovered that the actual legal transfer of the Property never occurred.

B. County has begun the process of legally transferring the Property to Licensee but in the meantime, Licensee desires to issue a permit to Crescenta Valley Water District (CVWD) to use a portion of the Property for the purposes of installing and maintaining a new emergency electrical generator that will automatically provide power to the pumps within an existing lift station during a power outage to prevent a sewer overflow.

C. County wishes to grant a non-exclusive License to Licensee upon the following terms and conditions

In consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties hereto and each of them do agree as follows:

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the terms and conditions hereinafter set forth, for use of the Licensed Area (defined below) for the purposes described in Sections 1.02, 1.03 and 1.04, of the portion of the Property as depicted on Exhibit "A" attached hereto and incorporated by this reference (the "Licensed Area"). Except as otherwise specified, the Licensed Area includes only the area in which the electric generator is located.

1.02. The Licensed Area shall be used only by the Licensee, its officers, employees, contractors, agents, permittee (including Crescenta Valley Water District and its agents) and guests as provided herein, for the purposes of installing a new emergency electrical generator to provide power to the existing La Granada Wastewater Lift Station during a planned or unplanned power outage to prevent a sewage overflow and also for landscaping and fencing around the new emergency electrical generator. Work shall include, but not be limited to, excavation, site work, electrical work, landscape plantings and irrigation system, perimeter fence and gates, and other appurtenant work.

1.03 Licensee and those persons or entities identified in Section 1.02 shall also be allowed to enter the premises for inspecting the generator daily and performing weekly maintenance. The County shall have the option to change the hours and day(s) that Licensee and those persons or entities identified in Section 1.02 are permitted to access the Licensed Area, as necessary.

1.04 County reserves the right to modify the configuration and/ or location of the Licensed Area as necessary. The County reserves the right to relocate Licensee to another location in the Property or terminate this License on 30 days prior written notice in order to operate and manage the Property.

1.05 Licensee and those persons or entities identified in Section 1.02 shall only be able to install and maintain the emergency electrical generator in the site and no other alterations or improvements to the Licensed Area are permitted unless written approval is first obtained from the Chief Executive Office ("CEO"). All improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.06 In the event that Licensee makes any alterations or improvements in violation of Section 1.05 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.05; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.07 Licensee acknowledges that it has performed, or has had reasonable opportunity to perform, personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.08 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.01 The term of the License shall commence upon full execution of this License by the parties (the "Commencement Date") and terminate once the Property has been legally transferred to the Licensee.

2.02 Either party shall have the option of terminating this License at will upon giving the other party at least 30 days' advance notice in writing. In the event either Party is not able to fully perform the requirements of this License, either Party may immediately terminate this License, without cause, by providing written notice. Should the License be terminated, all obligations, duties, payments and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

2.03 Upon termination of this License for any reason, all obligations of each Party to the other shall cease, and neither Party shall have any further liability to the other. Upon termination for any reason, both Parties shall cooperate to affect an orderly discontinuation of this License so as to cause minimal effect to either Party or their clients.

3. CONSIDERATION

Consideration for this License is Licensee's compliance with the terms and conditions contained herein. Upon review and evaluation by County, a license fee may be waived by County in its sole discretion for any subsequent extension terms.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein, including but not limited to the County of Los Angeles. Licensee shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Security. The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not

be liable to Licensee, sublicensee, its vendors, visitors, invitees or any other parties for any injury, theft, loss or damage occurring within or related to the Licensed Area. Licensee has made the determination that the Licensed Area is adequate and safe for the uses contemplated under this License. Should Licensee deem otherwise in the future, security measures deemed necessary shall be installed by Licensee at its expense subject to County's approval of the required improvements.

4.05 Maintenance. The Licensee shall be responsible for maintaining the Licensed Area in a clean and sanitary condition. The Licensed Area shall be maintained to the satisfaction of the County. In the event Licensee fails to maintain the Licensed Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs. Licensee shall also be responsible for maintaining the emergency electric generator in an operational, clean and serviceable condition, free of any damage, graffiti or other unauthorized markings.

4.06 Utilities. Licensee shall be responsible for payment of all utilities necessary for the operation of the Licensed Area.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.08 Rules and Regulations. Licensee understands County will continue to use the Property for its own operations and Licensee shall not interfere with County's use of the Property. Licensee shall treat visitors and other occupants and users on the Property with courtesy, dignity and respect. Consumption of alcoholic beverages is prohibited anywhere on the Property absent special permission from the County Board of Supervisors.

4.09 Marketing Program. No marketing activities shall be undertaken without the approval of the County's Chief Executive Officer. Should such a program be created, Licensee shall bear all the costs for that program.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

The Licensee and its vendors, permittee, agents, employees, invitees or visitors shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively "County Indemnitees"), from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this License, except for such loss or

damage arising from the sole negligence or willful misconduct of the County Indemnitees. The provisions of this paragraph survive expiration or termination of this License.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Licensor required endorsement forms.
- Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Licensee shall be allowed to self-insure. Any responsibility for claims shall be covered directly by self-insurance of Licensee just as any and all other Licensee liabilities would otherwise be covered by self-insurance.

- Self-insurance letter, certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division – Property Management
320 W. Temple Street, 7th floor
Los Angeles, CA 90012

- Licensee also shall promptly notify Licensor of any third-party claim or suit filed against Licensee which arises from or relates to this License and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Licensor and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the premises. Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of/or Change of Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee and pursue Licensee for reimbursement.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage available to Licensor.

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require

Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensors, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Licensors Review and Approval of Insurance Requirements

The Licensors reserves the right to review and adjust the Required Insurance provisions, conditioned upon Licensors's determination of changes in risk exposures.

III. INSURANCE COVERAGE TYPES AND LIMITS

- A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensors and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

- B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits,

for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

6. EASEMENTS

Subject to prior written approval of the City, County reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the Licensed Area for utilities and/or public access to Licensed Area.

7. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License to any party. Notwithstanding the immediately preceding sentence, Licensee may issue a permit to the CVWD for the purpose of installing and maintaining a new emergency electrical generator

8. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

9. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

10. WAIVER

10.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

10.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

11. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and restore the Licensed Area to its pre-existing condition.

12. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, authorized representatives or committees of County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

14. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

City of La Cañada Flintridge
Attn: Patrick DeChellis

Director of Public Works
(818) 790236-8882 (work)
pdechellis@lcf.ca.gov (email)

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Executive Office
Real Estate Division – County Owned Section
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property on which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including the donation meters and any equipment that is installed by Licensee or for the exclusive benefit of Licensee.

All repairs and replacements shall: (a) be made and performed by California licensed contractors; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

16. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License, if repairs are not made in a timely manner. The timelines of the repairs shall be at County's discretion.

17. SOLICITATION OF CONSIDERATION

17.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has

had any involvement in the negotiation, consummation or administration/management of the License.

17.02 Licensee shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

18. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

19. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

20. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

21. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

22. HOLDOVER:

If Licensee remains in possession of the Licensed Area or any part thereof after the expiration of the term of this License, such occupancy shall be a tenancy which is terminable only upon 30 days prior written notice by either party subject to all of the terms, covenants and conditions of this License.

23. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

25. COUNTERPARTS; ELECTRONIC SIGNATURES

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. Licensor and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

///

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE:

CITY OF LA CAÑADA FLINTRIDGE,

By: ~~City of La Cañada Flintridge~~ Mark R. Alexander

Name: MARK R. ALEXANDER

Title: CITY MANAGER

Internal Revenue Code 501(c)(03) Employer Identification Number: 95-3097683

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: Farron Chavarria
Deputy

Digitally signed by Farron Chavarria
DN: cn=Farron Chavarria, o=LOS ANGELES COUNTY,
ou=CEO-Real Estate,
email=FChavarria@ceolacounty.gov, c=US
Date: 2022.03.31 09:19:36 -07'00'

COUNTY:

COUNTY OF LOS ANGELES,
a public body corporate and politic
FESIA A. DAVENPORT
Chief Executive Officer

By: John T Cooke Jr
John T. Cooke
Assistant Chief Executive Officer

Digitally signed by John
T Cooke Jr
Date: 2022.03.23
10:24:32 -07'00'

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: Rodrigo Saldaña
Deputy County Counsel

EXHIBIT A

Licensed Area



**RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:**

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011
Attn: City Clerk

APN.5810-019-901
Documentary Transfer Taxes \$0

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees per Govt Code 27383

LICENSE AGREEMENT

This License Agreement ("**Agreement**") dated _____, 2022 is made by and between the CITY OF LA CAÑADA FLINTRIDGE, a California general law city, ("**Licensor**") and the CRESCENTA VALLEY WATER DISTRICT, a County water district ("**Licensee**").

RECITALS:

A. Licensor is a licensee, under the License Agreement dated March 23, 2022 between Los Angeles County and the City of La Cañada Flintridge, of that certain real property in the City of La Cañada Flintridge, County of Los Angeles, State of California, identified as Assessor's Parcel Number 5810-019-901 and legally described in Exhibit A ("**Property**").

B. Licensee has constructed and is currently operating a sewer lift station ("**Licensee's Facilities**") on the entirety of the Property as depicted in Exhibit B ("**License Area**"). Any documents evidencing the prior agreement between Licensor and Licensee cannot be located.

C. Licensee has requested the right to install a diesel powered back-up generator ("**Generator**") adjacent to the Licensee's Facilities and Licensor has agreed to same and to continue Licensee's use of the License Area pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. **Recitals.** The forgoing recitals are incorporated herein by reference.
2. **Grant of License.** Pursuant to the terms and conditions of this Agreement, Licensor grants to Licensee and Licensee agrees to accept a license ("**License**") to install a diesel powered back-up generator ("**Generator**") as part of Licensee's Facilities, and for repair, replacement, operation and maintenance of Licensee's Facilities, which will include the Generator, in the License Area. Licensee may not use the License Area for any other purpose without the prior written consent of Licensor.
3. **Effective Date.** This Agreement shall be effective as of the date it is recorded in the Official Records of Los Angeles County ("**Effective Date**"). Licensee shall deliver the executed and acknowledged copy of this Agreement to Licensor which shall execute and cause it to be recorded in the Official Records of Los Angeles County ("**Official Records**") and promptly deliver a recorded copy to Licensee. The indemnity in Section 8 is deemed to have been in effect since the date of installation of the original License Facilities.
4. **Covenants.** At all times Licensee shall use due care in exercising the License. Licensee shall use and operate the Licensee Facilities so as to not unreasonably disturb the real property adjacent to the License Area. Licensee agrees that any and all installation, alteration, replacement, and removal of Licensee's Facilities shall be subject to Licensor's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Licensee shall provide written notice to Licensor at least ten (10) days

prior to commencing installation of the Generator at Licensee's Facilities. The Generator shall be installed at Licensee's sole expense in accordance with an installation plan approved by Licensor in writing, applicable permits and approvals issued by the City of La Cañada Flintridge and any other governmental agencies having jurisdiction over the License Area or the License Facilities. At Licensee's sole cost and expense, Licensee shall (i) continuously comply with all applicable laws including, but not limited to, those applicable to public work projects and the use and operation of the License Facilities; and (ii) maintain the License Facilities in good, safe condition and repair (including prompt removal of any graffiti). Licensee shall promptly repair any damage to Licensee's Facilities and the License Area and any damage to the area adjacent to the License Area. If Licensee does not commence and diligently pursue to completion such repairs within ten (10) days of written demand Licensor may enter the License Area and make all necessary repairs, and Licensee shall reimburse Licensor for all costs incurred by Licensor in making such repairs within thirty (30) days following a written demand from Licensor. If such amount is not paid within ten (10) days of receipt of the invoice, such amount shall bear interest at the rate of ten percent (10%) per annum until paid in full. If Licensor makes repairs to the License Area, Licensee shall hold Licensor harmless for any damage to Licensee's Facilities unless caused by Licensor's gross negligence or willful misconduct.

5. **Landscape Maintenance.** At all times Licensee shall maintain all landscape within the License Area, including, but not limited to watering, fertilizing, and removal and replacement of any dead vegetation, as well as maintenance of the irrigation system within the License Area. Any alteration to the landscape within the License Area shall be subject to Licensor's prior written approval.

6. **Possession; No Right to Transfer.**

(a) **Possession.** Licensee has been and is in possession of the License Area and been and are operating and maintaining the Licensee's Facilities since 1985. Licensee acknowledges and accepts the Lease Area in AS-IS condition without any representation or warranty by Lessor of its condition.

(b) **No Right to Transfer.** This License is personal to Licensee and may not be assigned or transferred, directly or indirectly, without the Licensor's prior written consent. Licensee has no right to use any other portion of the Property.

(c) **Duty to Cooperate.** Upon Licensor's written request, Licensee shall execute and acknowledge documents requested by Licensor to effectively remove this Agreement from title to the Property.

7. **Conditions and Reservations.** This Agreement is subject to: (i) all matters of record against the Property; and (ii) Licensor's reserved right to use the License Area so long as such use does not unreasonably interfere with the rights of Licensee.

8. **Indemnification.** Licensee agrees to indemnify, defend (by counsel selected by Licensee and reasonably acceptable to Licensor) and hold harmless Licensor, and its agents, employees, invitees, licensees and contractors ("**Licensor Parties**"), and each of their respective successors and assigns, from and against any and all proceedings, actions, claims, demands, obligations, damages (excluding consequential and indirect damages), costs, losses, expenses (including without limitation, reasonable attorneys' fees) and liabilities arising out of or incurred in connection with: (i) the exercise of the rights or obligations of Licensee or its agents, employees, invitees, licensees and contractors ("**Licensee Parties**") hereunder; (ii) the release of any hazardous substance on License Area in connection with the acts or omissions of Licensee, or the Licensee Parties; (iii) the entrance of the Licensee or Licensee Parties onto License Area, (iv) the violation of any environmental laws related to the acts or omissions of the Licensee or the Licensee Parties; and/or (v) any breach by Licensee or the Licensee Parties of any of the covenants or provisions set forth herein, except to the extent such claims are caused by the gross negligence or willful misconduct of Licensor or the Licensor Parties. If the Licensor or any Licensor Party is made a party to any action, proceeding, or litigation commenced by or against Licensee or as a result of the actions or omissions of Licensee or the Licensee Parties, then Licensee shall defend (by counsel selected by Licensee and reasonably acceptable to Licensor), protect and hold the Licensor harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred by the Licensee in

connection with such litigation. Notwithstanding anything to the contrary herein, Licensors and Licensee agree that the preceding indemnification obligation expressly excludes, and in no event shall Licensee have any responsibility or liability for, any proceedings, actions, claims, demands, obligations, damages, costs, losses, expenses, or liabilities arising out of or incurred in connection with any preexisting condition in, on, or of the License Area (including, without limitation, any hazardous substances discovered during the exercise of rights under this Agreement which existed prior to Licensee's entrance upon License Area, unless any such condition is exacerbated by Licensee's work or other activities on the License Area). However, Licensors make no representations or warranties of any type or kind whatsoever concerning the condition of the License Area, its suitability for Licensee's intended use of same, or any other aspect of same, and Licensee hereby accepts same in its AS-IS, WHERE-IS, WITH ALL FAULTS condition, which acceptance is re-affirmed by Licensee each time it enters or otherwise makes use of the License Area or Licensee's Facilities.

9. Amendment or Modification. This Agreement may be amended or modified in writing executed by the parties and recorded in the Official Records. However, Licensors shall have the right to execute a termination of this Agreement in accordance with its rights in Section 10 and to record same in the Official Records.

10. Termination. Except as set forth below, this License may be terminated by the Licensors for any reason upon six (6) months prior written notice to Licensee. However, upon commencement of installation of the Generator, this License shall be deemed irrevocable as a license coupled with an interest for a period of twenty (20) years from the Effective Date. Notwithstanding the foregoing, Licensors may terminate this Agreement if (i) Licensee (or any of its contractors, agents, employees) breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Licensors; (ii) public health and/or safety requires Licensee's Facilities to be closed; or (iii) Licensee's abandonment of the Licensee's Facilities which shall be deemed to occur after six (6) months of continuous non-use. Upon any such termination, Licensee shall, at Licensee's sole cost and expense, promptly remove Licensee's Facilities and restore the License Area to a safe and clean condition.

11. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensors and Licensee to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

12. Notices. All notices, documents, correspondence and communications concerning this Agreement shall be addressed as set forth below, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid, certified or registered, return receipt requested. Any such mailing shall be deemed served or delivered upon the earlier of actual receipt or the date receipt is refused. Each party may change the address for notices by giving the other party at least ten (10) days' prior written notice of the new address. Notwithstanding the above, either party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

To Licensors:

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011
Attn: Director of Public Works

With a copy to:

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011
Attn: City Attorney

To Licensee:

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta, CA 91214
Attn: General Manager

13. Attorney Fees. In any action or proceeding brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its attorney fees from the other party.

14. Authority. Each party represents and warrants to the other party that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

15. Interpretation. The section headings used in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter. This Agreement shall be construed according to its fair meaning without regard to authorship.

16. Final Agreement. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

17. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

18. Exhibit. Exhibit A and B are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the dates specified below.

LICENSEE:

CRESCENTA VALLEY WATER DISTRICT,
a County water district

By: _____
James Bodnar, Board President

Date: _____, 2022

ATTEST:

_____, _____ Clerk

APPROVED AS TO FORM:

By: _____
_____, General Counsel

LICENSOR:

CITY OF LA CAÑADA FLINTRIDGE,
a California municipal corporation

By: _____
Teresa Walker, Mayor

Date: _____, 2022

ATTEST:

Tania Moreno, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Attached]

JAN 17 1973

264

Title Officer: C. Hamilton

INTERSTATE

6787867

RWPE:NELSON 11-10-70 (Part)
Written by: DEN Checked by: HEV
GRANT DEED
(CORPORATION)

DOCUMENTARY TRANSFER TAX \$ <u>none</u>
☒ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
☐ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<u>C. Hamilton - Title Insurance & Trust Co.</u> Signature of Declarant or Agent determining tax. Firm Name

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Glenhaven Drive at Purtell Drive

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
07	LA	210	18.8	42620

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE COUNTY OF LOS ANGELES, a body corporate and politic,

~~corporation organized and existing under and by virtue of the laws of the State of~~
does hereby GRANT to the STATE OF CALIFORNIA all that real property in the unincorporated
portion of the, County of Los Angeles, State of California, described as:

PARCEL 1:

That portion of Lot A of Tract No. 5216, as per map recorded in Book 56, page 33 of Maps, in the office of the County Recorder of said county, lying Southwesterly of a line parallel with and distant Southwesterly 21.00 feet, measured at right angles or radially, from the following described line:

Beginning at a point in the Westerly line of Oak Drive, 30.00 feet wide, as shown on said map, distant thereon N 0° 33' 06" E, 350.68 feet from the Northerly line of Glenhaven Drive, 70.00 feet wide, shown as Canon Drive on said map; thence S 69° 22' 06" E, 123.09 feet to a tangent curve concave Southwesterly and having a radius

Free Recording Requested
Essential to Acquisition by
State Division of Highways
(See 6103 Gov. Code) Robert Pollock, Sr. R/W Agent

Robert Pollock

T.I. REC JAN 17 1973

PUBLIC AGENCY - NO TAX STATEMENT

264

JAN 17 1973

T.I. REC

JAN 17 '73

of 500.00 feet; thence Southeasterly along said curve through an angle of $13^{\circ} 00' 05''$, an arc distance of 113.46 feet; thence tangent S $56^{\circ} 22' 01''$ E, 318.29 feet to a tangent curve concave Southwesterly and having a radius of 500.00 feet; thence Southeasterly along said last-mentioned curve through an angle of $9^{\circ} 21' 18''$, an arc distance of 81.64 feet; thence tangent S $47^{\circ} 00' 43''$ E, 179.08 feet.

PARCEL 2:

That portion of said Lot A described as follows:

Beginning at the intersection of the Easterly line of said lot, with a line parallel with and distant Northeasterly 48.00 feet, measured at right angles, from the Northeasterly line of the land described above in PARCEL 1; thence along said last-mentioned parallel line, N $56^{\circ} 22' 01''$ W, 58.06 feet to a tangent curve concave Easterly and having a radius of 15.00 feet; thence Northwesterly, Northerly and Northeasterly along said last-mentioned curve through an angle of $156^{\circ} 29' 51''$, an arc distance of 40.97 feet; thence along the Northerly prolongation of a radial line to said last-described curve, N $10^{\circ} 07' 50''$ E, 10.00 feet to the Southerly line of Parkdale Place, 20.00 feet wide, shown as Park Place on said map; thence along said Southerly line as follows: Westerly along a curve concave Southerly and having a radius of 115.00 feet, from a tangent which bears N $77^{\circ} 36' 10''$ W, through an angle of $0^{\circ} 45' 31''$, an arc distance of 1.52 feet and tangent N $78^{\circ} 21' 41''$ W, 46.77 feet; thence leaving said Southerly line, Southeasterly, Southerly and Southwesterly along a tangent curve concave Southwesterly and having a radius of 10.00 feet,

264

JAN 17 1973

T.I. REC
JAN 17 '73

through an angle of $111^{\circ} 59' 40''$, an arc distance of 19.55 feet;
thence tangent S $33^{\circ} 37' 59''$ W, 15.58 feet to a line parallel with
and distant Northeasterly 43.00 feet, measured at right angles, from
said Northeasterly line; thence along said last-mentioned parallel
line N $56^{\circ} 22' 01''$ W, 60.92 feet to the Northwestern line of said
lot; thence Southwesterly and Southerly along said Northwestern and
the Westerly lines, respectively, of said lot to said Northeasterly
line of PARCEL 1; thence Southeasterly along said Northeasterly line
to said Easterly line; thence Northerly along said Easterly line to
the point of beginning.

This conveyance of PARCEL 1 is made for the purposes of a freeway
and the grantor hereby releases and relinquishes to the grantee any
and all abutter's rights, including access rights, appurtenant to
grantor's remaining property, in and to said freeway.

DESCRIPTION APPROVED
MAY 16 1972
HARVEY T. BRANDT
County Engineer
BY *[Signature]* DEPUTY

264

By *[Signature]*
Deputy

APPROVED *[Signature]*

JAN 17 1973

T.I. REC
JAN 17 73

The grantor further understands that the present intention of the grantee is to construct and main. in a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 29th day of September, 1972

BY: Warren M. Dorn Warren M. Dorn
Chairman, Board of Supervisors, County of Los Angeles

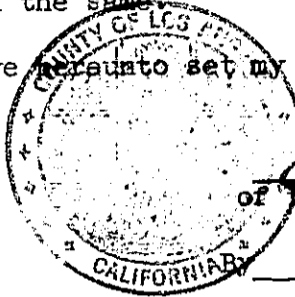
(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On this 29th day of September, 1972 Before me,
JAMES S. MIZE Executive Officer-Clerk of the Board

of Supervisors of the County of Los Angeles, State of California, residing therein, duly
commissioned and sworn, personally appeared WARREN M. DORN known to me to be
the Chairman of the Board of Supervisors of the County of Los Angeles and the person who
executed the within instrument on behalf of the County therein named, and acknowledged to
me that such County executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year first above written.



James S. Mize Executive Officer-
of the Board of Supervisors
James S. Mize
DEPUTY

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of December, 1972

JAMES A. MOE Director of Public Works
By Richard S. Harris

RICHARD S. HARRIS
Right of Way Agent and Attorney in Fact
Division of Highways
Richard S. Harris

Approved as to Form
John D. Maharg
County Counsel

By Louise Cony
Deputy

264

264

EXHIBIT B

DEPICTION OF LICENSE AREA

[Attached]

F:\proj\2017\170402\4 Production and Drafting\Const Dwgs\Civil\CE170402SP0001.dwg 10-26-20 04:10:31 PM tkok



811
TWO WORKING DAYS BEFORE YOU DIG



CA. PROJ. NO.
170402

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. ALL DESIGNS AND INFORMATION ON THESE DRAWINGS ARE FOR USE OF THE SPECIFIED PROJECT AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CANNON.

DISCLAIMER

Approval by C.V.W.D. does not constitute a representation as to the accuracy of design or the existence and location of underground utilities, structures, and conditions within the limits of this project.

REV.	DATE	REVISION	REV. BY	CKD. BY	APP'D
0	09/30/20	ISSUED FOR CONSTRUCTION	TK	GR	GR

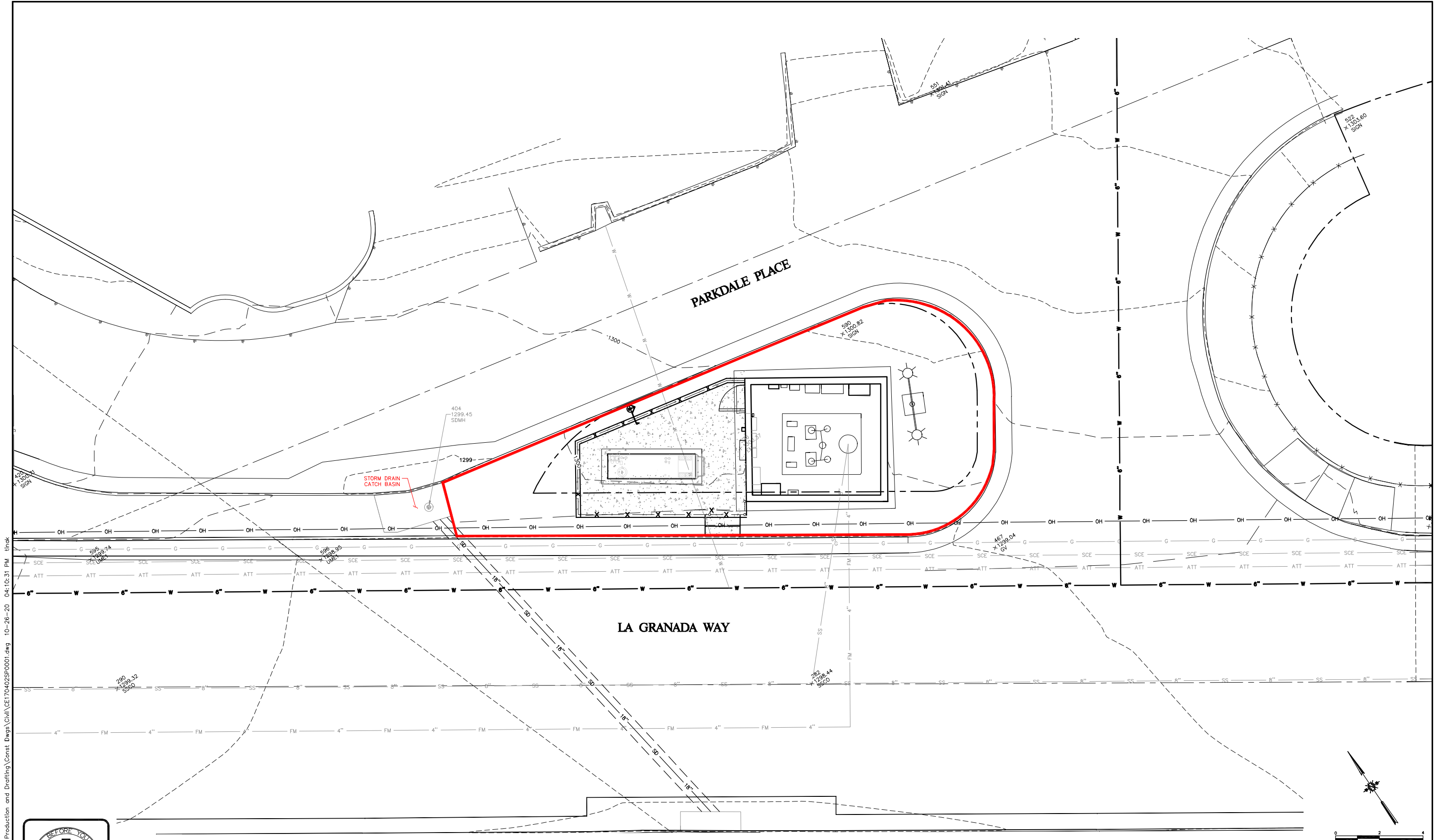
SCALE:	AS SHOWN	DATE
DRAWN BY:	TK	09/30/2020
CHECKED BY:	GR	09/30/2020
APPROVED:	GR	-
AS BUILT:		

CRESCENTA VALLEY WATER DISTRICT

LA GRANADA LIFT STATION

CIVIL SITE PLAN

SHT. 02 OF 17 SHTS.	
JOB NO. S-962	FILE NO.



[illegible]

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public

1

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2022 before me, _____,
a notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

SEAL:

LETTERS TO THE EDITOR

Cheers to CVWD Here's a shout-out to the Crescenta Valley Water District. At 6 p.m. on Friday, April 15 I noticed a small amount of water coming up through the pavement in the middle of Glenwood Avenue just below Stevens Street. I could hear water bubbling under the asphalt and called the emergency telephone number for the CVWD. Several men and trucks arrived in about 30 minutes and worked until almost 10 p.m. Thanks! We can't afford to waste any water in this ongoing drought and appreciate your quick response after regular work hours.

Anne McNeill La Crescenta

CRESCENTA VALLEY WATER DISTRICT

General Manager Report

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

GM Report
April 26, 2022

General Managers Report Topics:

- GM Activities

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

- Strategic Plan Update
- Maintenance & Operations Dashboard

STAFFING

One (1) employee has a work anniversary in April. Arturo Montes – 4 years

As of April 22nd the District has gone 106 days without a lost time accident.

GENERAL MANAGER ACTIVITIES

Meetings:

FMWD Managers Meeting	- April 12 th
Employee Relations Committee Meeting	- April 14 th
Finance Committee Meeting	- April 21 st
Managers Meeting	- April 25 th

Submitted by:



Nem Ochoa
General Manager

Field Maintenance and Operations Report

March 2022

0

Water Main Repairs

9

Water Service
5 Repairs/ 4 Replacements

59

Water Meter Replacement
 $\frac{3}{4}$ " : 53, 1" : 6, 1.5" : 0, 2" : 0

0

Meter Boxes Cleaned

16,368

Sewer Pipe Cleaned (ft)

- **Field Maintenance Projects**

- * Developer Jobs:
 - None to report

- **Operations Report**

- FMWD shutdown SOP build
- Annual Reservoir Maintenance & Inspection
 - * Cresta Heights I & II
 - * Goss Canyon I & II
- Booster Pump Motor Maintenance – Eagle Canyon (A & B)
- Edmund I – fence & gate repair

- **Electrical/Telemetry**

- * E-939 – Well #8, #11, #14 & #16
- * Generator Service – continued
- * Communications (SCADA/Radios) - Upgraded antenna, cable & 5 GHz radio firmware with Systems Integrated
- * HIT device identification project

- **Wastewater**

- * Lift Station visits: 4 (De-rag pumps, check valves & add degreaser)

Field Maintenance and Operations Report

March 2022

Days without a lost-time incident: 85

5

After Hours Leaks/Repairs

70

Fire Hydrant Maintenance

3 Rebuild, 1 Replaced, 66 Inspected

141

Water Quality Samples

25

Valves Exercised

0

Valve Replacements

- **Training/Cross Training**

- * Professional Development:

- CSDA Special District Leadership Academy Conference:

- * Kellen B.

- * Darlene T.

- * Sewer – Vactor

- * Seth J.

- * Haaker Open House (Fluid Dynamics, Traffic Control & Camera Inspection)

- * Maintenance Crew

- **New Certification**

- * S2 – Jake W.

- **Safety**

- * Glenwood Plant

- Rigging/Lifting