



## **AGENDA**

### **REGULAR MEETING OF THE BOARD OF DIRECTORS LA PUENTE VALLEY COUNTY WATER DISTRICT 112 N. FIRST STREET, LA PUENTE, CALIFORNIA MONDAY, OCTOBER 14, 2019 AT 5:30 PM**

#### **1. CALL TO ORDER**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. ROLL CALL OF BOARD OF DIRECTORS**

President Escalera \_\_\_\_ Vice President Hernandez \_\_\_\_ Director Barajas \_\_\_\_  
Director Hastings \_\_\_\_ Director Rojas \_\_\_\_

#### **4. PUBLIC COMMENT**

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

#### **5. ADOPTION OF AGENDA**

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

#### **6. APPROVAL OF CONSENT CALENDAR**

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on September 23, 2019.
- B. Approval of District Expenses for the Month of September 2019.
- C. Approval of Industry Public Utilities' Water Operation Expenses for the Month of September 2019.
- D. Receive and File the District's Water Sales Report for September 2019.
- E. Receive and File the Industry Public Utilities' Water Sales Report for September 2019.
- F. Receive and File the Water Production and Conservation Report for September 2019.
- G. Receive and File the Report on Director Expenses for the Third Quarter of 2019.

## 7. FINANCIAL REPORTS

- A. Summary of the District's Cash and Investments as of September 30, 2019.  
**Recommendation:** Receive and File.
- B. Statement of District's Revenue and Expenses as of September 30, 2019.  
**Recommendation:** Receive and File.
- C. Statement of the Industry Public Utilities Water Operations' Revenue and Expenses as of September 30, 2019.  
**Recommendation:** Receive and File.

## 8. ACTION / DISCUSSION ITEMS

- A. Consideration of Canceling the October 28, 2019, Regular Board of Director's Meeting.  
**Recommendation:** Board Discretion.
- B. Consideration of Rescheduling the November 11, 2019, Regular Board of Director's Meeting.  
**Recommendation:** Board Discretion.
- C. Consideration of Entering into a Professional Services Agreement, as a Participating Member, Between the Public Water Agencies Group and Claris Strategy to Assist the District in Completing the Requirements of the America's Water Infrastructure Act of 2018.  
**Recommendation:** Authorize the General Manager to Enter into an Agreement with the Public Water Agencies Group and Claris Strategy.
- D. Consideration of Amendment to the 2015 Memorandum of Understanding Between the District and the Upper San Gabriel Valley Municipal Water District for District's Recycled Water Project.  
**Recommendation:** Approve the Amendment to the Memorandum of Understanding.
- E. Consideration of Quote from Econo Fence, Inc. for Fence Removal and Installation Work at the District's Main Street Reservoir Site.  
**Recommendation:** Authorize the General Manager to Proceed with the Work as Quoted by Econo Fence, Inc. for a Not to Exceed Price of \$9,350.00.
- F. Consideration of Proposal from Stetson Engineers Inc. to Provide a Groundwater Treatment Feasibility Study for the Industry Public Utilities Water System.  
**Recommendation:** Authorize the General Manager to Enter into an Agreement with Stetson Engineers Inc. to provide a Groundwater Treatment Feasibility Study for the Industry Public Utilities for an Amount Not to Exceed \$101,400.00.

## 9. ENGINEERING & COMPLIANCE MANAGER'S REPORT

- Recommendation:** Receive and File.

**10. GENERAL MANAGER’S REPORT**

**11. OTHER ITEMS**

- A. Upcoming Events.
- B. Information Items.

**12. ATTORNEY’S COMMENTS**

**13. BOARD MEMBER COMMENTS**

- A. Report on Events Attended.
- B. Other Comments.

**14. FUTURE AGENDA ITEMS**

**15. ADJOURNMENT**

**POSTED:** Friday, October 11, 2019

President John P. Escalera, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Greg Galindo, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

**Note:** Agenda materials are available for public inspection at the District office or visit the District’s website at [www.lapuentewater.com](http://www.lapuentewater.com).



**MINUTES OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LA PUENTE VALLEY COUNTY WATER DISTRICT  
FOR MONDAY, SEPTEMBER 23, 2019 AT 5:30 PM**

**1. CALL TO ORDER**

President Escalera called the meeting to order at 5:30 p.m.

**2. PLEDGE OF ALLEGIANCE**

President Escalera led the meeting in the Pledge of Allegiance.

**3. ROLL CALL OF THE BOARD OF DIRECTORS**

President Escalera	Vice President Hernandez	Director Barajas	Director Hastings	Director Rojas
Present	Present	Absent	Present	Present

**OTHERS PRESENT**

**Staff and Counsel:** General Manager & Board Secretary, Greg Galindo; Office Manager, Gina Herrera; Engineering and Compliance Manager, Roy Frausto and District Counsel, Jim Ciampa.

**4. PUBLIC COMMENTS**

Tom Love, General Manager of the Upper San Gabriel Valley Municipal Water District.

**5. ADOPTION OF AGENDA**

Motion: Adopt Agenda as Presented.

1st: Director Rojas

2nd: Vice President Hernandez

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 1 Absent, 0 Abstain.

**6. APPROVAL OF CONSENT CALENDAR**

Motion: Approve Consent Calendar as Presented.

1st: Director Rojas

2nd: Director Hastings

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 1 Absent, 0 Abstain.

## 7. FINANCIAL REPORTS

### A. Summary of the District’s Cash and Investments as of August 31, 2019.

Mr. Galindo provided a summary of the balances in each account provided in the Summary of Cash and Investments as of August 31, 2019.

Motion: Receive and File the Summary of Cash and Investments as of August 31, 2019.

1st: Director Rojas

2nd: Vice President Hernandez

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 1 Absent, 0 Abstain.

### B. Statement of District’s Revenue and Expenses as for August 31, 2019.

Mrs. Herrera provided a summary of the Statement of Revenues and Expenses for the District as of August 31, 2019.

Motion: Receive and File the Statement of the District’s Revenue and Expenses as of August 31, 2019.

1st: President Escalera

2nd: Director Hastings

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Absent	Yes	Yes

Motion carried by a vote of: 4 Yes, 0 No, 1 Absent, 0 Abstain.

Director Barajas joined the meeting at 5:36 p.m.

### C. Statement of the Industry Public Utilities’ Water Operations Revenue and Expenses as of August 31, 2019.

Mrs. Herrera provided a summary of the Statement of Revenues and Expenses for the Industry Public Utilities’ Water Operations and explained the budget to date balances for various accounts.

Motion: Receive and File the Statement of the Industry Public Utilities Water Operations’ Revenue and Expenses as of August 31, 2019.

1st: President Escalera

2nd: Vice President Hernandez

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain.

**8. PRESENTATION FROM THE GENERAL MANAGER OF UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT**

Mr. Galindo introduced the General Manager of the Upper San Gabriel Valley Water District, Mr. Tom Love. Mr. Love provided a presentation (enclosed) on the Upper District. His presentation included information on state water supplies, import water deliveries, local supply conditions and conservation and education efforts. During the presentation there was discussion between the Board and Mr. Love on the information provided. This item was for information only and no formal action was taken.

**9. ACTION / DISCUSSION ITEMS**

**A. Update on the District’s Recycled Water Project.**

Mr. Frausto summarized his staff memo that was included in the meeting agenda packet. He provided an overview of the timeline for this project from inception to current status. He also provided specifics on the project and its justification. Mr. Frausto and Mr. Galindo also provided some information on the project’s current status, the project schedule and that the project will be going out to bid in the coming weeks. There was discussion amongst the Board and staff on the project. This item was for discussion only and no formal action was taken.

**10. ENGINEERING & COMPLIANCE MANGAGER’S REPORT**

Mr. Frausto reported on various items that were included in his report. There was some discussion amongst the Board and Staff on some of the items included in the report.

Motion: Receive and File the Engineering and Compliance Manager’s.

1st: President Escalera

2nd: Director Hastings

	<b>Escalera</b>	<b>Hernandez</b>	<b>Barajas</b>	<b>Hastings</b>	<b>Rojas</b>
<b>Vote</b>	Yes	Yes	Yes	Yes	Yes

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain.

**11. GENERAL MANAGER’S REPORT**

Mr. Galindo reported that a proposal for a groundwater treatment feasibility study for the Industry Public Utilities Water System will be considered by the Industry Public Utilities Commission in the coming month.

**12. OTHER ITEMS**

**A. Upcoming Events.**

Mrs. Herrera reviewed upcoming events with the Board and verified what events each member would be attending.

**B. Information Items.**

Included in the Board Packet.

**13. ATTORNEY’S COMMENTS**

Mr. Ciampa provided a detailed report on 2019 legislative items that may have an impact on the District. There was discussion amongst the Board and Mr. Ciampa on several of the legislative items.

**14. BOARD MEMBER COMMENTS**

**A. Report on Events Attended.**

Director Rojas reported that he attended 1 event: L.A. County 1<sup>st</sup> District Oversight Board Meeting.

**B. Other Comments.**

Close the meeting in honor of Linda Escalera, sister in law of President Escalera, also in the honor of Andy Patterson long time resident of La Puente.

**15. FUTURE AGENDA ITEMS**

**16. ADJOURNMENT**

President Escalera adjourned the meeting at 6:53 p.m.

Attest:

\_\_\_\_\_  
John P. Escalera, President

\_\_\_\_\_  
Greg B. Galindo, Secretary

## La Puente Water District September 2019 Disbursements

Check #	Payee	Amount	Description
7095	So Cal Water Utilities Association	\$ 480.00	Vendor's Fair
7096	ACWA	\$ 50.00	Seminar Expense
7097	Aramark Uniform	\$ 88.12	Uniform Service
7098	CCSInteractive	\$ 54.40	Website Hosting
7099	Collicutt Energy Services Inc	\$ 780.00	Generator Maintenance
7100	Coverall North America Inc	\$ 255.00	Cleaning Service
7101	Highroad IT	\$ 3,849.50	Firewall Protection & IT Support
7102	McMaster-Carr Supply Co	\$ 63.42	Field Supplies
7103	Merritt's Hardware	\$ 549.18	Field Supplies
7104	Merritt's Hardware	\$ 16.48	Field Supplies
7105	NJB Soft	\$ 6,030.00	Water Quality Software
7106	O'Reilly Auto Parts	\$ 29.66	Truck Maintenance
7107	RMG Communications	\$ 1,750.00	Public Outreach
7108	S & J Supply Co Inc	\$ 1,178.64	Field Supplies - Inventory
7109	SC Edison	\$ 5,631.75	Power Expense
7110	Underground Service Alert	\$ 32.35	Line Notifications
7111	Valley Vista Services	\$ 324.16	Trash Service
7112	Vulcan Materials Company	\$ 259.94	Field Supplies - Asphalt
7113	Waste Management of SG Valley	\$ 206.22	Trash Service
7114	Eurofins Eaton Analytical Inc	\$ 360.00	Water Sampling
7115	Merritt's Hardware	\$ 58.91	Field Supplies
7116	Northstar Chemical	\$ 9,799.93	Chemicals Expense
7117	Pall Filter Specialists Inc	\$ 5,153.43	Filters
7118	Weck Laboratories Inc	\$ 2,887.00	Water Sampling
7119	Weck Laboratories Inc	\$ 2,734.45	Water Sampling
7120	Weck Laboratories Inc	\$ 345.00	Water Sampling
7121	Shaunte L Maldonado	\$ 647.56	Educational Reimbursement
7122	Petty Cash	\$ 33.45	Office/Field Expenses
7123	Answering Service Care	\$ 118.75	Answering Service
7124	CalPERS	\$ 700.00	Report Fee's
7125	CalPERS	\$ 25,000.00	Unfunded Acruial Liability
7126	Chevron	\$ 2,525.69	Fuel Expense
7127	Eurofins Eaton Analytical Inc	\$ 30.00	Water Sampling
7128	Ferguson Waterworks	\$ 693.16	Meter Expense
7129	Grainger Inc	\$ 47.32	Safety Supplies
7130	Hacienda Lawnmower	\$ 6.16	Equipment Maintenance
7131	Irri-Care Plumbing & Backflow Testing	\$ 485.00	Backflow Testing Fee's
7132	Lagerlof, Senecal, Gosney & Kruse	\$ 3,428.00	Attorney Fee's
7133	Robinsons Flowers	\$ 155.00	Administrative Expenses
7134	Time Warner Cable	\$ 281.83	Telephone Service
7135	Underground Service Alert	\$ 65.23	Line Notifications
7136	USA BlueBook	\$ 129.16	Field Supplies
7137	Weck Laboratories Inc	\$ 615.00	Water Sampling
7138	Western Water Works	\$ 498.41	Field Supplies - Inventory
7139	Time Warner Cable	\$ 675.84	Telephone Service
7140	Bank of America-Visa	\$ 1,311.19	Conference & Administrative Expenses
7141	Citi Cards	\$ 986.30	Conference & Administrative Expenses
7142	County Sanitation Dists of LA County	\$ 67.46	Refuse Fee's
7143	Ed Butts Ford	\$ 260.00	Truck Maintenance

## La Puente Water District September 2019 Disbursements - continued

Check #	Payee	Amount	Description
7144	Industry Public Utilites	\$ 41,303.35	Web Payments
7145	InfoSend	\$ 852.53	Billing Expense
7146	Jack Henry & Associates	\$ 41.63	Web E-check Fee's
7147	McMaster-Carr Supply Co	\$ 139.48	Safety Supplies
7148	San Gabriel Valley Water Company	\$ 199.44	Water Service @ Treatment Plant
7149	Time Warner Cable	\$ 304.97	Telephone Service
7150	Gregory B Galindo	\$ 250.00	AWTO Certification Test Reimbursement
7151	ACWA	\$ 580.00	Seminar Expense
7152	ACWA/JPIA	\$ 30,082.46	Health Benefits
7153	Cell Business Equipment	\$ 68.67	Office Expense
7154	Ferguson Waterworks	\$ 1,438.80	Meter Expense
7155	Firestone Auto Care	\$ 1,043.33	Truck Maintenance
7156	Hach Company	\$ 239.06	Field Supplies
7157	Lincoln National Life Insurance Company	\$ 654.76	Disability Insurance
7158	MetLife	\$ 247.36	Life Insurance
7159	Premier Access Insurance Co	\$ 3,109.98	Dental Insurance
7160	Resource Building Materials	\$ 4.83	Field Supplies
7161	Staples	\$ 93.81	Office Supplies
7162	Stetson Engineers Inc	\$ 7,600.50	Engineering Support
7163	Sunbelt Rentals	\$ 232.73	Equipment Rental
7164	Verizon Wireless	\$ 659.48	Cellular Service
7165	Vulcan Materials Company	\$ 1,190.76	Field Supplies - Asphalt
7166	Weck Laboratories Inc	\$ 166.50	Water Sampling
7167	Western Water Works	\$ 1,523.83	Field Supplies - Inventory
7168	Aramark Uniform	\$ 88.12	Uniform Service
7169	SC Edison	\$ 35,560.02	Power Expense
7170	United Site Services of Calif Inc	\$ 402.15	Restroom Service @ Treatment Plant
7171	Verizon Wireless	\$ 76.02	Cellular Service
7172	Aramark Uniform	\$ 88.12	Uniform Service
7173	Aramark Uniform	\$ 2,156.00	Uniform Service
7174	Petty Cash	\$ 120.26	Office/Field Expenses
7175	Rowland Water District	\$ 950.00	ICS Training
Online	Home Depot	\$ 747.28	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 1,941.43	Web Merchant Fee's
Autodeduct	Wells Fargo	\$ 282.37	Bank Fee's
Autodeduct	Wells Fargo	\$ 169.55	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Online	CalPERS	\$ 12,508.11	Retirement Program
Online	Lincoln Financial Group	\$ 3,820.00	Deferred Comp
Online	Employment Development Dept	\$ 3,721.21	California State & Unemployment Taxes
Online	United States Treasury	\$ 23,232.90	Federal, Social Security & Medicare Taxes
<b>Total Payables</b>		<b>\$ 259,663.85</b>	

**La Puente Valley County Water District**  
**Payroll Summary**  
**September 2019**

	<b>September 2019</b>
Employee Wages, Taxes and Adjustments	
Gross Pay	
Total Gross Pay	95,966.10
Total Deductions from Gross Pay	-5,126.72
Adjusted Gross Pay	90,839.38
Taxes Withheld	
Federal Withholding	-8,524.00
Medicare Employee	-1,393.97
Social Security Employee	-5,960.48
CA - Withholding	-3,696.87
Medicare Employee Addl Tax	0.00
Total Taxes Withheld	-19,575.32
<b>Net Pay</b>	<b>71,264.06</b>
Employer Taxes and Contributions	
Medicare Company	1,393.97
Social Security Company	5,960.48
CA - Unemployment	22.90
CA - Employment Training Tax	1.44
Total Employer Taxes and Contributions	7,549.79

**La Puente Water District September 2019 Disbursements**

<b>Total Vendor Payables</b>	<b>\$ <u>259,663.85</u></b>
<b>Total Payroll</b>	<b>\$ <u>71,264.06</u></b>
<b>Total September 2019 Disbursements</b>	<b>\$ <u>330,927.91</u></b>

**Invoice No. 4- 2019-09**



October 1, 2019

BPOU Project Committee Members

RE: BPOU O & M Expense Reimbursement Summary

The following cost breakdown represents O & M expenses incurred by the LPVCWD for the month of September 2019.

<u>BPOU Acct No.</u>	<u>Description</u>	<u>Invoice No.</u>	<u>Vendor</u>	<u>Amount</u>	<u>Subtotal</u>
LP.02.01.01.00	Power	2-15-629-6188	SC Edison	\$ 26,153.89	
		2-03-187-2179	SC Edison	\$ 9,406.13	\$ 35,560.02
LP.02.01.02.00	Labor Costs	Sep-19	LPVCWD	\$ 22,219.83	\$ 22,219.83
LP.02.01.05.00	Transportation	Sep-19	LPVCWD - 1609 miles @ .58	\$ 933.22	\$ 933.22
LP .02.01.07.00	Water Testing	L0470642	Eurofins	\$ 40.00	
		L0470643	Eurofins	\$ 40.00	
		L0471214	Eurofins	\$ 80.00	
		L0472639	Eurofins	\$ 80.00	
		L047395	Eurofins	\$ 80.00	
		L0474865	Eurofins	\$ 80.00	
		W9B1018	Weck Labs	\$ 18.50	
		W9D2294	Weck Labs	\$ 200.00	
		W9D2297	Weck Labs	\$ 56.00	
		W9E0271	Weck Labs	\$ 204.00	
		W9E0273	Weck Labs	\$ 210.75	
		W9E0290	Weck Labs	\$ 56.00	
		W9E0625	Weck Labs	\$ 200.00	
		W9E0640	Weck Labs	\$ 37.00	
		W9E0642	Weck Labs	\$ 56.00	
		W9E0643	Weck Labs	\$ 210.75	
		W9E0644	Weck Labs	\$ 204.00	
		W9E0881	Weck Labs	\$ 200.00	
		W9E0882	Weck Labs	\$ 298.00	
		W9E0883	Weck Labs	\$ 298.00	
		W9E0931	Weck Labs	\$ 195.00	
		W9E1176	Weck Labs	\$ 210.75	
		W9E1361	Weck Labs	\$ 472.00	
		W9F0661	Weck Labs	\$ 117.00	
		W9H2066	Weck Labs	\$ 180.00	
		W9H2079	Weck Labs	\$ 190.75	
		W9I0192	Weck Labs	\$ 350.00	
		W9I0216	Weck Labs	\$ 87.00	
		W9I0563	Weck Labs	\$ 180.00	
		W9I0674	Weck Labs	\$ 30.00	
		W9I0759	Weck Labs	\$ 87.00	
		W9I0789	Weck Labs	\$ 190.75	
		W9I0790	Weck Labs	\$ 70.00	
		W9I1060	Weck Labs	\$ 149.00	
		W9I1061	Weck Labs	\$ 520.00	
		W9I1188	Weck Labs	\$ 87.00	
		W9I1486	Weck Labs	\$ 278.00	
		W9I1487	Weck Labs	\$ 109.00	
		W9I1488	Weck Labs	\$ 278.00	
		W9I1489	Weck Labs	\$ 180.00	
		W9I1583	Weck Labs	\$ 87.00	
		W9I1668	Weck Labs	\$ 149.00	
		W9I1707	Weck Labs	\$ 190.75	
		W9I1920	Weck Labs	\$ 184.00	
		W9I2126	Weck Labs	\$ 87.00	
		W9J0045	Weck Labs	\$ 190.75	
		W9J0068	Weck Labs	\$ 184.00	\$ 7,682.75
LP.02.01.10.00	Operations Monitoring	9462; 09/19	Spectrum	\$ 375.84	
		2906; 09/19	Spectrum	\$ 300.00	
		9838155075	Verizon	\$ 76.02	\$ 751.86
<u>LP.02.01.12.00</u>	<u>Materials/Supplies</u>				
LP.02.01.12.02	Filter Cartridges	96905681	Pall Corporation	\$ 5,255.85	\$ 5,255.85
LP.02.01.12.05	Hydrogen Peroxide	153682	Northstar Chemical	\$ 2,687.61	\$ 2,687.61
LP.02.01.12.06	Sodium Hypochlorite	152016	Northstar Chemical	\$ 1,858.52	
		153488	Northstar Chemical	\$ 438.33	
		153788	Northstar Chemical	\$ 1,978.33	\$ 4,275.18
LP.02.01.12.15	Other Expendables	840319735	Grainger	\$ 64.45	
		11635600	HACH	\$ 779.60	
		11638210	HACH	\$ 502.70	
		6542266	Home Depot	\$ 26.00	
		3543037	Home Depot	\$ 64.47	
		4070513	Home Depot	\$ 66.02	
		113913	Merritt's	\$ 13.19	\$ 1,516.43
LP.02.01.12.17	Sulfuric Acid	154241	Northstar Chemical	\$ 1,926.55	\$ 1,926.55
LP.02.01.14.00	Repair/Replacement	32108	McCall's	\$ 918.30	
		32164	McCall's	\$ 979.51	
		16428810	McMaster-Carr	\$ 67.62	
		170851	Sierra	\$ 641.49	\$ 2,606.92
LP.02.01.15.00	Contractor Labor	01-19-083	RC Foster	\$ 4,324.82	\$ 4,324.82
LP.02.01.16.00	Direct Eng. Stetson Etc./Legal	1960-1901	Stetson Engineers	\$ 1,081.30	\$ 1,081.30
LP.02.01.80.00	Other O & M	09/19-0751	Bank of America Visa	\$ 344.00	
		20565	Highroad IT	\$ 134.00	
		21430	MJM Communications	\$ 419.12	
		114-9050374	United Site Services	\$ 402.15	
		0772250-2519-4	Waste Management	\$ 206.22	\$ 1,505.49
			Total Expenditures		\$ 92,327.83
			District Pumping Cost Deduction		\$ 13,536.51
			<b>Total O &amp; M</b>		<b>\$ 78,791.32</b>
			<b>Total Cost Reimbursable</b>		<b>\$ 78,791.32</b>

## Industry Public Utilities September 2019 Disbursements

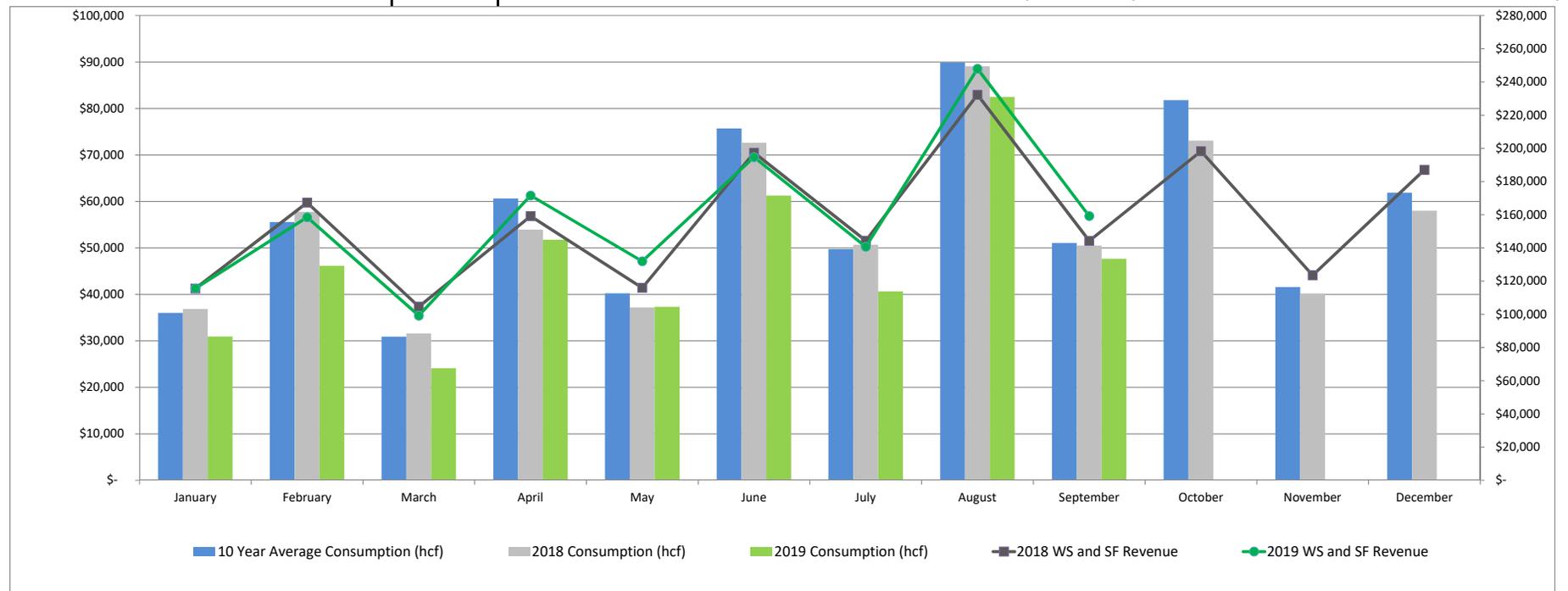
Check #	Payee	Amount	Description
3719	Petty Cash	\$ 13.86	Office/Field Expense
3720	La Puente Valley County Water District	\$ 159.96	Bank Fee's - July
3721	CCSInteractive	\$ 13.60	Monthly Website Hosting
3722	Collicutt Energy Services Inc	\$ 390.00	Generator Maintenance
3724	Highroad IT	\$ 3,715.50	Firewall Protection & IT Support
3725	Irri-Care Plumbing & Backflow Testing	\$ 95.00	Backflow Testing Fee's
3726	McMaster-Carr Supply Co	\$ 63.41	Field Supplies
3727	Merritt's Hardware	\$ 106.13	Field Supplies
3728	NJB Soft	\$ 670.00	Water Quality Software
3729	Underground Service Alert	\$ 32.34	Line Notifications
3730	Vulcan Materials Company	\$ 259.93	Field Supplies - Asphalt
3731	La Puente Valley County Water District	\$ 493.36	Web CC Fee's - July
3732	Answering Service Care	\$ 118.74	Answering Service
3733	Grainger Inc	\$ 47.32	Safety Supplies
3734	Hunter Electric	\$ 5,264.54	Booster Maintenance
3735	La Puente Valley County Water District	\$ 59,579.83	Labor Costs August 2019
3736	Resource Building Materials	\$ 184.83	Field Supplies - Concrete
3737	SC Edison	\$ 2,746.59	Power Expense
3738	SoCal Gas	\$ 17.82	Gas Expense
3739	Time Warner Cable	\$ 76.87	Telephone Service
3740	Time Warner Cable	\$ 281.82	Telephone Service
3741	Underground Service Alert	\$ 65.22	Line Notifications
3742	USA BlueBook	\$ 129.15	Field Supplies
3743	Weck Laboratories Inc	\$ 700.00	Water Sampling
3744	Wells Tapping Service	\$ 6,000.00	Valve Replacements
3745	Bank of America-Visa	\$ 344.00	Administrative Expense
3746	Bryan Press	\$ 143.50	Printed Supplies
3747	InfoSend	\$ 692.59	Billing Expense
3748	Jack Henry & Associates	\$ 41.62	Web E-Check Fee's
3749	La Puente Valley County Water District	\$ 141.18	Bank Fee's - August
3750	McMaster-Carr Supply Co	\$ 139.48	Safety Supplies
3751	Raftelis Financial Consultants	\$ 5,077.50	Water Rate Study
3752	Sunbelt Rentals	\$ 410.71	Equipment Rental
3753	Trench Plate Rental Co	\$ 772.75	Equipment Rental
3754	Cell Business Equipment	\$ 68.66	Office Expense
3755	Hach Company	\$ 239.05	Field Supplies
3756	Industry Public Utility Commission	\$ 1,197.01	Industry Hills Power Expense
3757	La Puente Valley County Water District	\$ 47,356.41	3rd Quarter 2019 O&M Fee's
3758	Resource Building Materials	\$ 195.21	Field Supplies
3759	San Gabriel Valley Water Company	\$ 1,366.93	Purchased Water - Salt Lake
3760	SC Edison	\$ 10,306.85	Power Expense
3761	SoCal Gas	\$ 14.79	Gas Expense
3762	Staples	\$ 93.81	Office Supplies
3763	Verizon Wireless	\$ 659.48	Cellular Service
3764	Vulcan Materials Company	\$ 1,190.75	Field Supplies - Asphalt
3765	Weck Laboratories Inc	\$ 142.50	Water Sampling

## Industry Public Utilities September 2019 Disbursements - continued

<b>Check #</b>	<b>Payee</b>	<b>Amount</b>	<b>Description</b>
3766	Petty Cash	\$ 60.30	Office/Field Expense
Online	Home Depot Credit Services	\$ 342.70	Field Supplies
Online	County of LA Dept of Public Works	\$ 1,100.00	Permit Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 116.45	Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
Autodeduct	Bluefin Payment Systems	\$ 415.32	Web CC Fee's
<b>Total September 2019 Disbursements</b>		<b>\$ 153,899.37</b>	

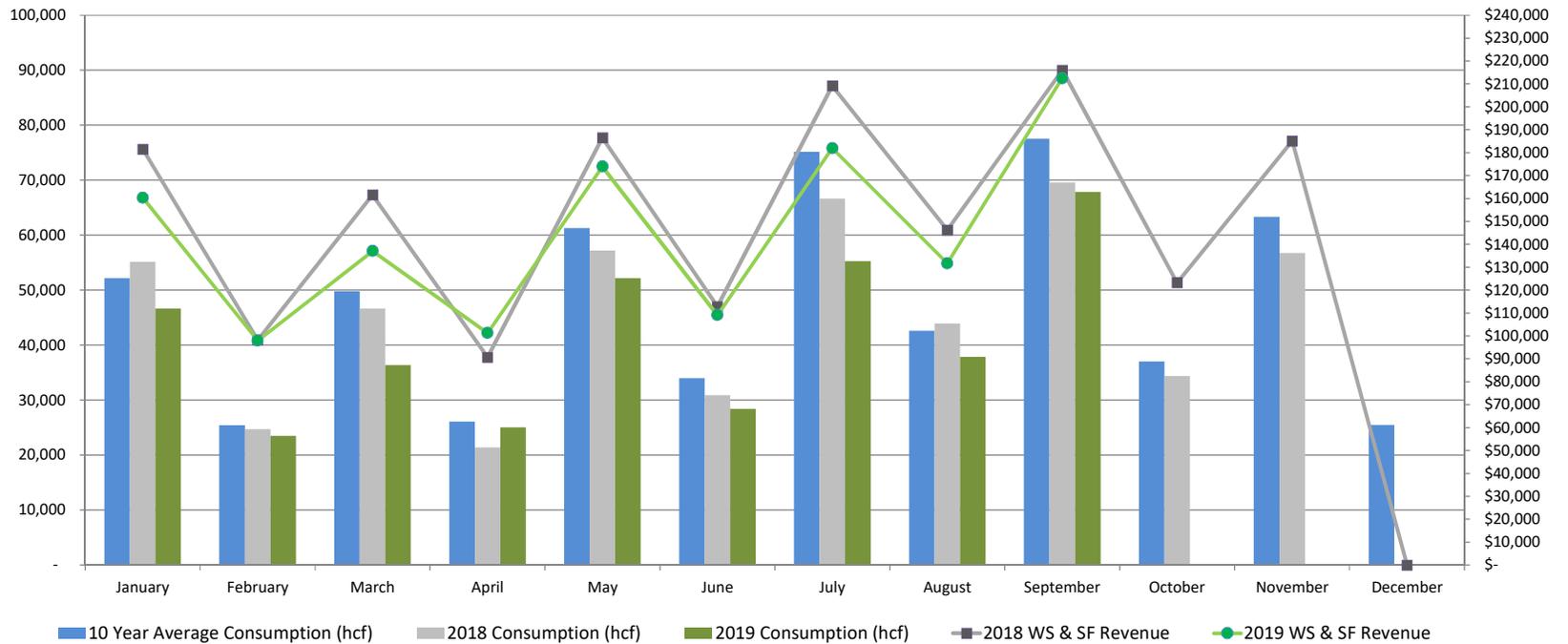
WATER SALES REPORT LPVCWD 2019

LPVCWD	January	February	March	April	May	June	July	August	September	October	November	December	YTD
No. of Customers	1,207	1,216	1,221	1,216	1,224	1,217	1,226	1,223	1,228	-	-	-	10,978
2019 Consumption (hcf)	30,923	46,152	24,105	51,751	37,307	61,263	40,622	82,473	47,666	-	-	-	422,262
2018 Consumption (hcf)	36,839	57,769	31,582	53,940	37,166	72,607	50,689	89,071	50,507	73,082	40,207	57,995	651,454
10 Year Average Consumption (hcf)	\$ 36,017	\$ 55,570	\$ 30,912	\$ 60,620	\$ 40,216	\$ 75,695	\$ 49,754	\$ 89,881	\$ 51,043	\$ 81,795	\$ 41,561	\$ 61,868	\$ 674,932
2019 Water Sales	\$ 65,872	\$ 99,793	\$ 49,373	\$ 112,591	\$ 81,601	\$ 135,597	\$ 90,296	\$ 187,941	\$ 108,273	\$ -	\$ -	\$ -	\$ 931,335
2018 Water Sales	\$ 69,913	\$ 112,965	\$ 58,990	\$ 104,919	\$ 70,362	\$ 143,162	\$ 98,276	\$ 177,901	\$ 97,825	\$ 144,055	\$ 76,825	\$ 127,800	\$ 1,282,993
2019 Service Fees	\$ 49,766	\$ 58,668	\$ 49,865	\$ 59,032	\$ 50,396	\$ 59,065	\$ 50,376	\$ 60,011	\$ 50,936	\$ -	\$ -	\$ -	\$ 488,116
2018 Service Fees	\$ 45,632	\$ 54,334	\$ 45,639	\$ 54,197	\$ 45,559	\$ 54,170	\$ 46,022	\$ 54,374	\$ 46,411	\$ 54,214	\$ 46,683	\$ 59,214	\$ 606,450
2019 Hyd Fees	\$ 950	\$ 950	\$ 950	\$ 700	\$ 950	\$ 700	\$ 950	\$ 700	\$ 950	\$ -	\$ -	\$ -	\$ 7,800
2019 DC Fees	\$ 434	\$ 7,888	\$ 229	\$ 8,154	\$ 229	\$ 8,145	\$ 229	\$ 8,131	\$ 221	\$ -	\$ -	\$ -	\$ 33,660
2018 System Revenue	\$ 117,022	\$ 167,298	\$ 100,417	\$ 180,477	\$ 133,175	\$ 203,507	\$ 141,850	\$ 256,783	\$ 160,380	\$ -	\$ -	\$ -	\$ 1,460,911



**WATER SALES REPORT CIWS 2019**

<b>CIWS</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>YTD</b>
<b>No. of Customers</b>	958	893	967	893	967	892	965	890	<b>963</b>	-	-	-	<b>8,388</b>
<b>2019 Consumption (hcf)</b>	46,656	23,510	36,382	25,014	52,169	28,423	55,251	37,850	<b>67,871</b>	-	-	-	<b>373,126</b>
<b>2018 Consumption (hcf)</b>	55,160	24,734	46,635	21,410	57,209	30,877	66,614	43,940	<b>69,576</b>	34,354	56,777	-	<b>507,286</b>
<b>10 Year Average Consumption (hcf)</b>	52,164	25,421	49,788	26,093	61,262	34,011	75,132	42,630	<b>77,514</b>	37,029	63,302	25,468	<b>569,812</b>
<b>2019 Water Sales</b>	\$ 104,539	\$ 51,588	\$ 80,950	\$ 54,785	\$ 117,646	\$ 62,656	\$ 125,539	\$ 85,198	<b>\$ 156,165</b>	\$ -	\$ -	\$ -	<b>\$ 839,065</b>
<b>2018 Water Sales</b>	\$ 124,508	\$ 54,277	\$ 104,414	\$ 46,762	\$ 129,277	\$ 68,907	\$ 153,224	\$ 99,809	<b>160,133</b>	\$ 76,780	\$ 129,177	\$ -	<b>\$ 1,147,268</b>
<b>2019 Service Fees</b>	\$ 55,744	\$ 46,354	\$ 56,091	\$ 46,445	\$ 56,273	\$ 46,411	\$ 56,356	\$ 46,484	<b>\$ 56,247</b>	\$ -	\$ -	\$ -	<b>\$ 466,406</b>
<b>2018 Service Fees</b>	\$ 56,999	\$ 43,875	\$ 57,130	\$ 43,906	\$ 57,211	\$ 43,952	\$ 55,964	\$ 46,469	<b>55,888</b>	\$ 46,461	\$ 55,903	\$ -	<b>\$ 563,756</b>
<b>2019 Hyd Fees</b>	\$ 1,550	\$ 250	\$ 1,550	\$ 250	\$ 1,550	\$ 250	\$ 1,550	\$ 250	<b>\$ 1,550</b>	\$ -	\$ -	\$ -	<b>\$ 8,750</b>
<b>2019 DC Fees</b>	\$ 11,593	\$ 3,695	\$ 11,593	\$ 3,695	\$ 11,566	\$ 3,695	\$ 11,593	\$ 3,695	<b>\$ 11,633</b>	\$ -	\$ -	\$ -	<b>\$ 72,756</b>
<b>2019 System Revenues</b>	\$ 173,426	\$ 101,887	\$ 150,184	\$ 105,175	\$ 187,034	\$ 113,012	\$ 195,039	\$ 135,627	<b>\$ 225,595</b>	\$ -	\$ -	\$ -	<b>\$ 1,386,978</b>



# La Puente Valley County Water District

## PRODUCTION REPORT - SEPTEMBER 2019

LPVCWD PRODUCTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2019 YTD	2018
Well No. 2	0.59	110.18	190.45	184.36	189.14	184.54	190.78	190.49	188.03				1428.56	153.22
Well No. 3	0.41	34.02	132.68	131.16	146.37	123.13	137.14	137.52	140.83				983.24	54.67
Well No. 5	339.29	85.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00				424.99	3463.77
Interconnections to LPVCWD	2.22	0.89	2.40	1.23	2.34	16.88	32.70	30.57	24.62				113.85	47.93
<b>Subtotal</b>	<b>342.51</b>	<b>230.79</b>	<b>325.53</b>	<b>316.75</b>	<b>337.85</b>	<b>324.54</b>	<b>360.62</b>	<b>358.58</b>	<b>353.47</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2950.64</b>	<b>3719.59</b>
Interconnections to SWS	226.10	149.84	220.43	150.30	168.59	143.71	192.38	185.34	190.69				1627.36	2108.97
Interconnections to COI	1.18	9.85	1.83	25.51	40.40	37.97	4.87	5.89	5.21				132.71	23.23
Interconnections to Others	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00
<b>Subtotal</b>	<b>227.28</b>	<b>159.69</b>	<b>222.26</b>	<b>175.81</b>	<b>208.99</b>	<b>181.68</b>	<b>197.25</b>	<b>191.23</b>	<b>195.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1760.07</b>	<b>2132.20</b>
<b>Total Production for LPVCWD</b>	<b>115.23</b>	<b>71.10</b>	<b>103.27</b>	<b>140.94</b>	<b>128.87</b>	<b>142.87</b>	<b>163.37</b>	<b>167.35</b>	<b>157.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1190.57</b>	<b>1587.39</b>
<b>CIWS PRODUCTION</b>														
<b>COI Well No. 5 To SGVCW B5</b>	133.72	115.34	118.01	16.99	0.00	78.13	187.64	166.98	163.25				980.06	1571.94
<b>Interconnections to CIWS</b>														
SGVWC Salt Lake Ave	1.03	0.84	1.00	1.04	1.04	1.19	1.27	1.13	0.49				9.03	9.98
SGVWC Lomitas Ave	81.85	60.65	75.47	77.45	54.18	89.72	158.31	160.26	147.58				905.47	1317.18
SGVWC Workman Mill Rd	0.02	0.20	0.01	0.03	0.07	0.04	0.00	0.00	0.01				0.38	0.69
Interconnections from LPVCWD	1.18	9.85	1.83	25.51	40.40	37.97	4.87	5.89	5.21				132.71	23.23
<b>Subtotal</b>	<b>84.08</b>	<b>71.54</b>	<b>78.31</b>	<b>104.03</b>	<b>95.69</b>	<b>128.92</b>	<b>164.45</b>	<b>167.28</b>	<b>153.29</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1047.59</b>	<b>1351.08</b>
Interconnections to LPVCWD	2.22	0.89	2.40	1.23	2.34	16.88	32.70	30.57	24.62				113.85	47.75
<b>Total Production for CIWS</b>	<b>81.86</b>	<b>70.65</b>	<b>75.91</b>	<b>102.80</b>	<b>93.35</b>	<b>112.04</b>	<b>131.75</b>	<b>136.71</b>	<b>128.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>933.74</b>	<b>1303.33</b>

**La Puente Valley County Water District - Water System Demand Comparison**

Month	2013	2019	Difference 2019-2013 (%)	Accumulative Difference (%)
January	115.58	115.23	-0.3%	-0.3%
February	112.08	71.10	-36.6%	-18.2%
March	135.08	103.27	-23.5%	-20.2%
April	153.73	140.94	-8.3%	-16.6%
May	174.40	128.87	-26.1%	-19.0%
June	185.13	142.87	-22.8%	-19.8%
July	204.48	163.37	-20.1%	-19.9%
August	201.38	198.04	-1.7%	-17.0%
September	187.60	157.58	-16.0%	-16.9%
Totals	1469.46	1221.26		

**City of Industry Waterworks - Water System Demand Comparison**

Month	2013	2019	Difference 2019-2013 (%)	Accumulative Difference (%)
January	90.55	81.86	-9.6%	-9.6%
February	81.62	70.65	-13.4%	-11.4%
March	99.4	75.91	-23.6%	-15.9%
April	115.82	102.80	-11.2%	-14.5%
May	147.93	93.35	-36.9%	-20.7%
June	152.60	112.04	-26.6%	-22.0%
July	141.36	131.75	-6.8%	-19.4%
August	153.97	136.71	-11.2%	-18.1%
September	151.67	128.67	-15.2%	-17.7%
Totals	1134.92	933.74		

Production data shown in acre feet (AF)

**La Puente Valley County Water District**  
**Board of Director's 3rd Quarter and Year to Date 2019 Expenses**  
**As of September 30, 2019**

Date	Director	Description	3rd Quarter Expenses	Year to Date Per Diem	Year to Date Expenses
07/18/2019	Cesar J Barajas	WaterSmart Innovations Conference & Expo 2019	\$ 395.00		
07/24/2019	Cesar J Barajas	SCWUA	\$ 31.00		
08/01/2019	Cesar J Barajas	SGVWA	\$ 30.00		
09/01/2019	Cesar J Barajas	SCWUA Vendor's Fair	\$ 30.00		
Jul-Sept 2019	Cesar J Barajas	8 Days of Service	<u>\$ 1,302.96</u>	\$ 4,653.39	\$ 3,125.61
		<b>5562-CB · Cesar Barajas</b>	<b>\$ 1,788.96</b>		<b>\$ 7,779.00</b>
07/18/2019	David Hastings	WaterSmart Innovations Conference & Expo 2019	\$ 395.00		
08/01/2019	David Hastings	SGVWA	\$ 30.00		
09/01/2019	David Hastings	SCWUA Vendor's Fair	\$ 30.00		
Jul-Sept 2019	David Hastings	9 Days of Service	<u>\$ 1,465.83</u>	\$ 4,979.13	\$ 2,546.27
		<b>5562-DH · David Hastings</b>	<b>\$ 1,920.83</b>		<b>\$ 7,525.40</b>
07/18/2019	Henry Hernandez	WaterSmart Innovations Conference & Expo 2019	\$ 395.00		
09/01/2019	Henry Hernandez	SCWUA Vendor's Fair	\$ 30.00		
Jul-Sept 2019	Henry Hernandez	7 Days of Service	<u>\$ 1,140.09</u>	\$ 4,653.39	\$ 4,933.93
		<b>5562-HH · Henry Hernandez</b>	<b>\$ 1,565.09</b>		<b>\$ 9,587.32</b>
07/18/2019	John Escalera	WaterSmart Innovations Conference & Expo 2019	\$ 395.00		
07/24/2019	John Escalera	SCWUA	\$ 31.00		
08/01/2019	John Escalera	SGVWA	\$ 30.00		
08/20/2019	John Escalera	AWWA 2019 Fall Conference	\$ 225.00		
09/01/2019	John Escalera	SCWUA Vendor's Fair	\$ 30.00		
Jul-Sept 2019	John Escalera	13 Days of Service	<u>\$ 2,117.31</u>	\$ 6,251.05	\$ 3,030.85
		<b>5562-JE · John Escalera</b>	<b>\$ 2,828.31</b>		<b>\$ 9,281.90</b>
07/24/2019	William (Bill) Rojas	SCWUA	\$ 31.00		
08/01/2019	William (Bill) Rojas	SGVWA	\$ 30.00		
09/01/2019	William (Bill) Rojas	SCWUA Vendor's Fair	\$ 30.00		
09/23/2019	William (Bill) Rojas	ACWA 2019 Fall Conference	\$ 580.00		
Jul-Sept 2019	William (Bill) Rojas	10 Days of Service	<u>\$ 1,628.70</u>	\$ 4,963.61	\$ 906.00
		<b>5562-WR · William (Bill) Rojas</b>	<b>\$ 2,299.70</b>		<b>\$ 5,869.61</b>
<b>3rd Quarter 2019 Totals</b>			<b>\$ 10,402.89</b>	<b>\$ 25,500.57</b>	<b>\$ 40,043.23</b>



**Summary of Cash and Investments  
September 2019**

**La Puente Valley County Water District**

Investments	Interest Rate (Apportionment Rate)	Beginning Balance	Receipts/ Change in Value	Disbursements/ Change in Value	Ending Balance
Local Agency Investment Fund	2.34%	\$ 3,004,975.13	\$ -	\$ -	\$ 3,004,975.13
Raymond James Financial Services		\$ 101,492.87	\$ 148.73	\$ -	\$ 101,641.60
<b>Checking Account</b>					
Well Fargo Checking Account (per General Ledger)		\$ 225,371.97	\$ 382,445.42	\$ 331,846.69	\$ 275,970.70
<b>District's Total Cash and Investments:</b>					<b>\$ <u>3,382,587.43</u></b>

**Industry Public Utilities**

Checking Account	Beginning Balance	Receipts	Disbursements	Ending Balance
Well Fargo Checking Account (per General Ledger)	\$ 799,593.67	\$ 166,529.32	\$ 158,891.84	\$ 807,231.15
<b>IPU's Total Cash and Investments:</b>				<b>\$ <u>807,231.15</u></b>

I certify that: (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy as set forth in Resolution No. 237 and, (2) the District will meet its expenditure obligations for the next six (6) months.

\_\_\_\_\_, General Manager

Date: 10.11.19

Greg B. Galindo

**La Puente Valley County Water District (Treatment Plant Included)**  
**Statement of Revenues and Expenses**  
**For the Period Ending September 30, 2019**  
(Unaudited)

	LPVCWD YTD 2019	TP YTD 2019	COMBINED YTD 2019	COMBINED BUDGET 2019	75% OF BUDGET	COMBINED 2018 YE
Total Operational Rate Revenues	\$ 1,526,842	\$ -	\$ 1,526,842	\$ 2,075,000	74%	\$ 2,027,154
Total Operational Non-Rate Revenues	749,121	831,052	1,580,173	2,355,900	67%	\$ 2,307,988
Total Non-Operating Revenues	211,921	-	211,921	340,500	62%	361,363
<b>TOTAL REVENUES</b>	<b>2,487,884</b>	<b>831,052</b>	<b>3,318,936</b>	<b>4,771,400</b>	<b>70%</b>	<b>4,696,506</b>
Total Salaries & Benefits	1,278,718	217,707	1,496,425	2,009,900	74%	1,931,953
Total Supply & Treatment	578,577	522,638	1,101,215	1,793,200	61%	1,631,908
Total Other Operating Expenses	151,734	77,059	228,793	481,000	48%	320,725
Total General & Administrative	235,328	13,649	248,976	412,200	60%	393,526
<b>TOTAL EXPENSES</b>	<b>2,244,357</b>	<b>831,052</b>	<b>3,075,409</b>	<b>4,696,300</b>	<b>65%</b>	<b>4,278,112</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>243,527</b>	<b>-</b>	<b>243,527</b>	<b>75,100</b>	<b>324%</b>	<b>418,394</b>
Capital Improvements	(266,162)	-	(266,162)	(797,000)	33%	(262,934)
Capital Outlay	(34,402)	-	(34,402)	(70,000)	49%	-
<b>TOTAL CAPITAL</b>	<b>(300,563)</b>	<b>-</b>	<b>(300,563)</b>	<b>(867,000)</b>	<b>35%</b>	<b>(262,934)</b>
<b>INCOME (AFTER CAPITAL EXP.)</b>	<b>(57,036)</b>	<b>-</b>	<b>(57,036)</b>	<b>(791,900)</b>	<b>7%</b>	<b>155,461</b>
Capital Reimbursement (OU Projects)	-	-	-	160,000	0%	-
Grant Revenue	-	-	-	-		-
Loan Proceeds	-	-	-	-		-
Loan Repayment	-	-	-	-	0%	-
<b>PROJECTED CHANGE IN CASH</b>	<b>(57,036)</b>	<b>-</b>	<b>(57,036)</b>	<b>(631,900)</b>	<b>9%</b>	<b>155,461</b>
Contributed Capital	-	-	-	-		213,160
Add Back Capitalized Assets	300,563	-	300,563	867,000	35%	262,934
Less Depreciation Expense	(285,000)	(135,000)	(420,000)	(560,000)	75%	(520,380)
Less OPEB & Pension Liability Expense	-	-	-	(10,000)	0%	(65,927)
<b>NET INCOME (LOSS)</b>	<b>\$ (41,473)</b>	<b>\$ (135,000)</b>	<b>\$ (176,473)</b>	<b>\$ (334,900)</b>	<b>53%</b>	<b>\$ 45,248</b>

**La Puente Valley County Water District**  
**Statement of Revenues and Expenses**  
**For the Period Ending September 30, 2019**  
**(Unaudited)**

	September 2019	YTD 2019	ANNUAL BUDGET 2019	75% OF BUDGET	YEAR END 2018
<b>Operational Rate Revenues</b>					
Water Sales	\$ 108,187	\$ 931,226	\$ 1,300,000	72%	\$ 1,279,563
Service Charges	50,936	488,982	640,000	76%	612,240
Surplus Sales	4,662	38,781	40,000	97%	45,028
Customer Charges	2,489	25,773	34,100	76%	30,661
Fire Service	1,171	41,460	59,900	69%	57,698
Miscellaneous Income	124	620	1,000	62%	1,964
<b>Total Operational Rate Revenues</b>	<b>167,569</b>	<b>1,526,842</b>	<b>2,075,000</b>	<b>74%</b>	<b>2,027,154</b>
<b>Operational Non-Rate Revenues</b>					
Management Fees	47,356	218,569	265,900	82%	260,711
PVOU Service Fees (Labor)	1,389	8,081	20,000	40%	14,553
BPOU Service Fees (Labor)	22,220	217,707	301,400	72%	304,377
IPU Service Fees (Labor)	53,026	522,471	695,600	75%	688,181
Other O & M Fees	-	-	13,000	0%	12,892
<b>Total Operational Non-Rate Revenues</b>	<b>123,991</b>	<b>966,828</b>	<b>1,295,900</b>	<b>75%</b>	<b>1,280,713</b>
<b>Non-Operational Revenues</b>					
Taxes & Assessments	-	126,622	215,000	59%	244,409
Rental Revenue	3,116	27,771	36,800	75%	36,038
Interest Revenue	-	36,722	67,000	55%	56,997
Miscellaneous Income	287	16,413	16,700	98%	19,382
Developer Fees	-	4,392	5,000	88%	4,537
<b>Total Non-Operational Revenues</b>	<b>3,403</b>	<b>211,921</b>	<b>340,500</b>	<b>62%</b>	<b>361,363</b>
<b>TOTAL REVENUES</b>	<b>294,963</b>	<b>2,705,590</b>	<b>3,711,400</b>	<b>73%</b>	<b>3,669,231</b>
<b>Salaries &amp; Benefits</b>					
Total District Wide Labor	93,686	875,753	1,195,800	73%	1,109,643
Directors Fees & Benefits	8,750	82,965	116,600	71%	118,898
Benefits	26,828	235,866	308,800	76%	302,046
OPEB Payments	28,897	110,071	142,000	78%	150,061
Payroll Taxes	7,379	70,887	92,800	76%	92,806
Retirement Program Expense	11,272	120,883	153,900	79%	158,499
<b>Total Salaries &amp; Benefits</b>	<b>176,811</b>	<b>1,496,425</b>	<b>2,009,900</b>	<b>74%</b>	<b>1,931,953</b>
<b>Analysis Purposes Only:</b>					
<i>Offsetting Revenue</i>	<b>(76,634)</b>	<b>(748,258)</b>	<b>(1,017,000)</b>	<b>74%</b>	<b>(1,007,110)</b>
<i>District Labor Net Total</i>	<b>100,176</b>	<b>748,167</b>	<b>992,900</b>	<b>75%</b>	<b>924,843</b>
<b>Supply &amp; Treatment</b>					
Purchased & Leased Water	-	224,709	467,200	48%	377,335
Power	12,362	117,950	163,700	72%	151,904
Assessments	-	220,707	248,300	89%	189,588
Treatment	148	2,257	6,700	34%	2,898
Well & Pump Maintenance	-	12,954	45,000	29%	19,250
<b>Total Supply &amp; Treatment</b>	<b>12,510</b>	<b>578,577</b>	<b>930,900</b>	<b>62%</b>	<b>740,975</b>

**La Puente Valley County Water District**  
**Statement of Revenues and Expenses**  
**For the Period Ending September 30, 2019**  
**(Unaudited)**

	September 2019	YTD 2019	ANNUAL BUDGET 2019	75% OF BUDGET	YEAR END 2018
<b>Other Operating Expenses</b>					
General Plant	4,408	20,719	48,100	43%	24,799
Transmission & Distribution	1,548	38,068	102,400	37%	75,273
Vehicles & Equipment	2,937	18,474	31,300	59%	21,166
Field Support & Other Expenses	3,661	33,373	69,000	48%	44,972
Regulatory Compliance	777	41,100	63,000	65%	34,621
<b>Total Other Operating Expenses</b>	<b>13,331</b>	<b>151,734</b>	<b>313,800</b>	<b>48%</b>	<b>200,831</b>
<b>General &amp; Administrative</b>					
District Office Expenses	1,101	47,549	64,100	74%	31,919
Customer Accounts	120	15,250	25,000	61%	20,161
Insurance	6,683	36,685	65,800	56%	65,177
Professional Services	-	68,486	120,000	57%	149,737
Training & Certification	2,260	31,557	37,500	84%	38,323
Public Outreach & Conservation	416	6,330	32,500	19%	35,382
Other Administrative Expenses	14,740	29,470	36,800	80%	36,377
<b>Total General &amp; Administrative</b>	<b>25,320</b>	<b>235,328</b>	<b>381,700</b>	<b>62%</b>	<b>377,077</b>
<b>TOTAL EXPENSES</b>	<b>227,972</b>	<b>2,462,063</b>	<b>3,636,300</b>	<b>68%</b>	<b>3,250,836</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>66,991</b>	<b>243,527</b>	<b>75,100</b>	<b>324%</b>	<b>418,395</b>
<b>Capital Improvements</b>					
Zone 3 Improvements	-	(10,860)	-	N/A	(174,029)
Fire Hydrant Repair/Replacements	-	(2,940)	(5,000)	59%	(15,001)
Service Line Replacements	-	(20,580)	(37,000)	56%	(60,055)
Valve Replacements	(7,684)	(9,678)	(40,000)	24%	(7,710)
Meter Read Collection System	-	-	(20,000)	0%	(181)
SCADA Improvements	-	-	-	N/A	-
Main & 1st Street Building Retrofit	-	-	-	N/A	(4,080)
Ferrero Lane & Rorimer St. Improvements	-	-	(40,000)	0%	-
5th Avenue Waterline Improvement	-	(170,870)	(180,000)	95%	-
LP-CIWS Interconnection (Ind. Hills)	-	-	(10,000)	0%	-
Hudson Plant Improvements	-	-	(30,000)	0%	-
Well No.5 Rehab (Design)	-	(51,234)	(165,000)	31%	-
Nitrate Treatment System	-	-	(85,000)	0%	-
Phase 1 - Recycled Water System	-	-	(170,000)	0%	(1,879)
Other Improvements	-	-	(15,000)	0%	-
<b>Total Capital Improvements</b>	<b>(7,684)</b>	<b>(266,162)</b>	<b>(797,000)</b>	<b>33%</b>	<b>(262,934)</b>

**La Puente Valley County Water District**  
**Statement of Revenues and Expenses**  
**For the Period Ending September 30, 2019**  
**(Unaudited)**

	September 2019	YTD 2019	ANNUAL BUDGET 2019	75% OF BUDGET	YEAR END 2018
<b>Capital Outlay</b>					
Truck(s)	-	(34,402)	(40,000)	86%	-
Other Equipment	-	-	(10,000)	0%	-
IT Equipment	-	-	(20,000)	0%	-
<b>Total Capital Outlay</b>	-	<b>(34,402)</b>	<b>(70,000)</b>	<b>49%</b>	-
<b>TOTAL CAPITAL</b>	<b>(7,684)</b>	<b>(300,563)</b>	<b>(867,000)</b>	<b>35%</b>	<b>(262,934)</b>
<b>INCOME (AFTER CAPITAL EXP.)</b>	<b>59,307</b>	<b>(57,036)</b>	<b>(791,900)</b>	<b>7%</b>	<b>155,462</b>
<b>Funding &amp; Debt Repayment</b>					
Capital Reimbursement (OU Projects)	-	-	160,000	0%	-
Grant Revenue	-	-	-	N/A	-
Loan Proceeds	-	-	-	N/A	-
Loan Repayment	-	-	-	N/A	-
<b>CASH DIFFERENCE</b>	<b>59,307</b>	<b>(57,036)</b>	<b>(631,900)</b>	<b>9%</b>	<b>155,462</b>
Contributed Capital	-	-	-	N/A	213,160
Add Back Capitalized Assets	7,684	300,563	867,000	35%	262,934
Less Depreciation Expense	(31,667)	(285,000)	(380,000)	75%	(364,997)
Less OPEB Expense - Not Funded	-	-	(10,000)	0%	(65,927)
<b>NET INCOME (LOSS)</b>	<b>\$ 35,325</b>	<b>\$ (41,473)</b>	<b>\$ (154,900)</b>	<b>27%</b>	<b>\$ 200,632</b>

**Treatment Plant**  
**Statement of Revenues and Expenses**  
**For the Period Ending September 30, 2019**  
**(Unaudited)**

	September 2019	YTD 2019	ANNUAL BUDGET 2019	75% OF BUDGET	YEAR END 2018
<b>Non-Rate Operational Revenues</b>					
Reimbursements from CR's	56,571	613,346	\$ 1,361,400	45%	1,027,275
Miscellaneous Income	-	-	-	N/A	-
<b>Total Non-Rate Operational Revenues</b>	<b>56,571</b>	<b>613,346</b>	<b>1,361,400</b>	<b>45%</b>	<b>1,027,275</b>
<b>Salaries &amp; Benefits</b>					
<i>BPOU TP Labor (1)</i>	22,220	217,707	301,400	72%	-
Contract Labor	-	-	-	N/A	-
<b>Total Salaries &amp; Benefits</b>	<b>22,220</b>	<b>217,707</b>	<b>301,400</b>	<b>72%</b>	<b>-</b>
<b>Supply &amp; Treatment</b>					
NDMA, 1,4-Dioxane Treatment	5,949	122,990	218,200	56%	209,363
VOC Treatment	4,966	5,820	20,000	29%	1,756
Perchlorate Treatment	7,182	204,332	344,000	59%	446,147
Other Chemicals	-	18,953	17,500	108%	14,148
<i>Other Chemicals</i>	-	18,804			14,099
<i>LP-Treatment</i>	-	149			49
Treatment Plant Power	23,037	129,058	200,200	64%	185,672
<i>Power TP 1</i>	9,406	76,715			157,282
<i>Power TP 2</i>	13,631	52,343			28,390
Treatment Plant Maintenance	699	21,432	42,000	51%	24,568
Well & Pump Maintenance	-	20,052	20,400	98%	9,279
<b>Total Supply &amp; Treatment</b>	<b>41,834</b>	<b>522,638</b>	<b>862,300</b>	<b>61%</b>	<b>890,933</b>
<b>Other Operating Expenses</b>					
General Plant	1,793	13,036	40,000	33%	16,262
Transmission & Distribution	1,898	2,019	-	N/A	263
Vehicles & Equipment	933	8,734	12,200	72%	10,926
Field Support & Other Expenses	68	89	15,000	1%	55
Regulatory Compliance	10,046	53,181	100,000	53%	92,388
<b>Total Other Operating Expenses</b>	<b>14,738</b>	<b>77,059</b>	<b>167,200</b>	<b>46%</b>	<b>119,894</b>
<b>General &amp; Administrative</b>					
District Office Expenses	-	-	2,500	0%	-
Insurance	-	4,979	18,000	28%	9,153
Professional Services	-	8,670	10,000	87%	7,296
<b>Total General &amp; Administrative</b>	<b>-</b>	<b>13,649</b>	<b>30,500</b>	<b>45%</b>	<b>16,449</b>
<b>TOTAL EXPENSES</b>	<b>78,791</b>	<b>831,052</b>	<b>1,361,400</b>	<b>61%</b>	<b>1,027,276</b>
<b>TOTAL EXPENSES (Minus Labor)</b>	<b>56,571</b>	<b>613,346</b>	<b>1,060,000</b>	<b>58%</b>	<b>1,027,276</b>
<b>TOTAL OPERATIONAL INCOME</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
Depreciation Expense	(15,000)	(135,000)	(180,000)	75%	(155,383)
<b>Total Non-Cash Items (Dep. &amp; OPEB)</b>	<b>(15,000)</b>	<b>(135,000)</b>	<b>(180,000)</b>	<b>75%</b>	<b>(155,383)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (15,000)</b>	<b>\$ (135,000)</b>	<b>\$ (180,000)</b>	<b>75%</b>	<b>(155,383)</b>

(1) The labor expense depicted here is the amount of labor billed to the BPOU in which the District receives reimbursement which is shown on on the District's Statement of Revenues and Expenses as operational non-rate revenue (BPOU Service Fees).

**INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS**  
**Statement of Revenue and Expenses Summary**  
For the Period Ending September 30, 2019  
(Unaudited)

	<b>SEPTEMBER 2019</b>	<b>FISCAL YTD 2019-2020</b>	<b>BUDGET FY 2019-2020</b>	<b>25% OF BUDGET</b>	<b>FY END 2018-2019</b>
Total Operational Revenues	\$ 227,110	\$ 533,013	\$ 1,983,600	27%	\$ 1,870,756
Total Non-Operational Revenues	-	-	42,500	0%	31,502
<b>TOTAL REVENUES</b>	<b>227,110</b>	<b>533,013</b>	<b>2,026,100</b>	<b>26%</b>	<b>1,902,258</b>
Total Salaries & Benefits	54,697	164,863	687,500	24%	674,004
Total Supply & Treatment	14,215	72,199	667,200	11%	780,162
Total Other Operating Expenses	5,355	23,187	221,000	10%	179,462
Total General & Administrative	49,009	58,275	304,000	19%	265,387
Total Other & System Improvements	6,199	14,139	287,800	5%	68,587
<b>NET OPERATING INCOME (LOSS)</b>	<b>129,475</b>	<b>332,662</b>	<b>2,167,500</b>	<b>15%</b>	<b>1,967,602</b>
<b>OPERATING INCOME</b>	<b>97,636</b>	<b>200,350</b>	<b>(141,400)</b>		<b>(65,344)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 97,636</b>	<b>\$ 200,350</b>	<b>\$ (141,400)</b>		<b>\$ (65,344)</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2019  
(Unaudited)

	SEPTEMBER 2019	FISCAL YTD 2019-2020	BUDGET FY 2019-2020	25% OF BUDGET	FY END 2018- 2019
<b>Operational Revenues</b>					
1 Water Sales	\$ 156,165	\$ 349,532	\$ 1,239,000	28%	\$ 1,133,233
2 Service Charges	56,247	149,580	618,600	24%	615,778
3 Customer Charges	1,515	4,445	21,000	21%	19,095
4 Fire Service	13,183	29,457	105,000	28%	102,650
5 <i>Total Operational Revenues</i>	<b>227,110</b>	<b>533,013</b>	<b>1,983,600</b>	<b>27%</b>	<b>1,870,756</b>
<b>Non-Operational Revenues</b>					
6 Contamination Reimbursement	-	-	40,000	0%	31,502
7 Developer Fees	-	-	2,500	0%	-
8 Miscellaneous Income	-	-	-	N/A	-
9 <i>Total Non-Operational Revenues</i>	-	-	<b>42,500</b>	<b>0%</b>	<b>31,502</b>
10 <b>TOTAL REVENUES</b>	<b>227,110</b>	<b>533,013</b>	<b>2,026,100</b>	<b>26%</b>	<b>1,902,258</b>
<b>Salaries &amp; Benefits</b>					
11 Administrative Salaries	15,590	50,543	202,400	25%	200,341
12 Field Salaries	18,427	54,997	234,800	23%	231,034
13 Employee Benefits	11,478	34,786	150,100	23%	145,869
14 Pension Plan	5,227	15,709	61,900	25%	60,337
15 Payroll Taxes	2,303	7,157	31,700	23%	29,991
16 Workman's Compensation	1,671	1,671	6,600	25%	6,431
17 <i>Total Salaries &amp; Benefits</i>	<b>54,697</b>	<b>164,863</b>	<b>687,500</b>	<b>24%</b>	<b>674,004</b>
<b>Supply &amp; Treatment</b>					
18 Purchased Water - Leased	-	-	235,900	0%	379,470
19 Purchased Water - Other	1,367	6,196	22,500	28%	21,271
20 Power	2,935	32,892	125,000	26%	98,112
21 Assessments	-	6,618	232,700	3%	161,648
22 Treatment	-	-	6,100	0%	7,399
23 Well & Pump Maintenance	9,913	26,493	45,000	59%	112,261
24 <i>Total Supply &amp; Treatment</i>	<b>14,215</b>	<b>72,199</b>	<b>667,200</b>	<b>11%</b>	<b>780,162</b>
<b>Other Operating Expenses</b>					
25 General Plant	210	1,143	35,000	3%	13,288
26 Transmission & Distribution	2,027	11,259	75,000	15%	77,363
27 Vehicles & Equipment	-	-	36,000	0%	33,891
28 Field Support & Other Expenses	1,211	5,545	35,000	16%	24,898
29 Regulatory Compliance	1,907	5,240	40,000	13%	30,022
30 <i>Total Other Operating Expenses</i>	<b>5,355</b>	<b>23,187</b>	<b>221,000</b>	<b>10%</b>	<b>179,462</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2019  
(Unaudited)

	SEPTEMBER 2019	FISCAL YTD 2019-2020	BUDGET FY 2019-2020	25% OF BUDGET	FY END 2018- 2019
<b>General &amp; Administrative</b>					
31 Management Fee	47,356	47,356	191,300	25%	187,569
32 Office Expenses	679	5,996	19,200	31%	34,693
33 Insurance	-	475	15,000	3%	14,991
34 Professional Services	-	218	30,000	1%	4,514
35 Customer Accounts	816	3,743	30,000	12%	17,674
36 Public Outreach & Conservation	14	41	15,000	0%	4,038
37 Other Administrative Expenses	144	445	3,500	13%	1,908
38 <i>Total General &amp; Administrative</i>	<b>49,009</b>	<b>58,275</b>	<b>304,000</b>	<b>19%</b>	<b>265,387</b>
<b>Other Expenses &amp; System Improvements (Water Ops Fund)</b>					
39 Fire Hydrant Repair/Replace	-	773	6,300	12%	11,629
40 Service Line Replacements	-	-	30,000	0%	44,327
41 Valve Replacements & Installations	6,199	6,199	19,500	32%	8,723
42 Meter Read Collection System	-	-	12,000	0%	-
43 SCADA System Assess & Improvement	-	-	20,000	0%	-
44 Water Rate Study	-	7,168	-	0%	3,908
45 Groundwater Treatment Facility Feas. Stu	-	-	200,000	0%	-
46 <i>Total Other &amp; System Improvements</i>	<b>6,199</b>	<b>14,139</b>	<b>287,800</b>	<b>5%</b>	<b>68,587</b>
47 <b>TOTAL EXPENSES</b>	<b>129,475</b>	<b>332,662</b>	<b>2,167,500</b>	<b>15%</b>	<b>1,967,602</b>
48 <b>NET OPERATING INCOME (LOSS)</b>	<b>97,636</b>	<b>200,350</b>	<b>(141,400)</b>		<b>(65,344)</b>

# STAFF REPORT



Meeting Date: October 14, 2019

To: Honorable Board of Directors

Subject: Consideration of entering into a professional services agreement, as a participating member, between the Public Water Agencies Group and Claris Strategy to assist the District in completing the requirements of the America's Water Infrastructure Act of 2018.

**Purpose -** *To secure professional consulting services from Claris Strategy to prepare a Compliance Crosswalk (Phase 1) as the first effort towards compliance to the America's Water Infrastructure Act of 2018.*

**Recommendation -** *Authorize the General Manager to enter into a professional services agreement, as a participating member, between the Public Water Agencies Group and Claris Strategy to assist the District in completing a Compliance Crosswalk (Phase 1) as the first effort towards completing the requirements of the America's Water Infrastructure Act of 2018, for an amount not to exceed \$9,718.*

**Fiscal Impact -** *The District's 2019 General & Administrative Budget appropriates \$120,000 for Professional Services. The 2019 year to date total for this expense category is \$68,486. The cost of \$9,718 for completing the Compliance Crosswalk is within budget appropriation; however, the total cost to complete all requirements of the America's Water Infrastructure Act of 2018 is estimated to be \$106,174.*

## ***Background***

On October 23, 2018, Congress signed into law the America's Water Infrastructure Act (AWIA). Per Section 2013 of Title II, the AWIA requires community water systems to conduct a Risk and Resilience Assessment (RAA) of their community water systems and develop a corresponding Emergency Response Plan (ERP). Upon completion of the RRA, the water system is to submit self-certification to the U.S. Environmental Protection Agency (USEPA) indicating that the RRA in compliance with AWIA is complete. Within six months of submitting the RRA certification letter, the community water system is required to submit a self-certification to USEPA for the corresponding ERP. Each community water system serving more than 3,300 persons shall submit to the EPA Administrator a certification that the system has conducted a risk and resilience assessment in accordance with the Act prior to:

- **March 31, 2020**, systems serving a population of 100,000 or more;
- **Dec 31, 2020**, systems serving a population of 50,000 or more, but less than 100,000;
- **June 30, 2021**, systems serving a population greater than 3,300, but less than 50,000

### *Summary*

In an effort coordinated through the Public Water Agencies Group (PWAG), 15 participating member agencies and mutual water companies established a formal means of procuring proposals through a Request for Proposal effort for the preparation of AWIA Compliance Crosswalks, RRAs, and ERP's. To ensure compliance with AWIA requirements, the scope of work included in the RFP was broken down into 3 phases:

- **Phase I:** Design of an AWIA Compliance Crosswalk and Completion of AWIA Compliance Crosswalk for each of the Participating Agencies (up to 15 agency specific analysis and guidance).
- **Phase II:** Conduct Risk and Resilience Assessments for each of the Participating Agencies (up to 15 agency specific RRAs) based on AWIA requirements, the Agency Specific AWIA Compliance Crosswalk and other materials provided by Participating Agencies.
- **Phase III:** Complete or Update an Emergency Response Plan for each of the Participating Agencies (up to 15 agency specific ERPs) based on AWIA requirements, the Agency's current Emergency Response Plan, the Agency Specific AWIA Compliance Crosswalk, the Agency specific RRA, and other materials provided by Participating Agencies.

The RFP was released by PWAG on July 12, 2019. Proposals were received from three consultants as summarized in the table below:

Consultant	AARC			CLARIS			PRESTIGE		
Service Population	100,000+	50,000 - 99,999	3,301- 49,999	100,000+	50,000 - 99,999	3,301- 49,999	100,000+	50,000 - 99,999	3,301- 49,999
PHASE 1	\$15,500	\$15,500	\$15,500	\$9,718	\$9,718	\$9,718	\$10,530	\$10,530	\$10,530
PHASE 2	\$104,000	\$88,000	\$73,000	\$92,955	\$87,215	\$74,069	\$78,900	\$69,610	\$56,663
PHASE 3	\$160,000	\$144,000	\$129,000	\$125,060	\$119,320	\$106,174	\$117,160	\$107,870	\$94,923

As part of the selection process, a review committee was formed to evaluate and score the three different consultants with respect to their qualifications, proposed schedules, project approach, past performance and costs. At the end of the evaluation, the PWAG group selected Claris Strategy to oversee the implementation of AWIA. As a result, PWAG's legal counsel drafted the enclosed agreement (Enclosure 1) for participating agencies to consider.

### *Discussion*

District staff will provide additional information during the Board meeting through a presentation to discuss the implementation of AWIA.

### *Fiscal Impact*

The District's 2019 General & Administrative Budget appropriates \$120,000 for Professional Services. The 2019 year to date total for this expense category is \$68,486. The cost of \$9,718 for completing the

Compliance Crosswalk is within budget appropriation; however, the total cost for the entirety of completing all requirements of America's Water Infrastructure Act of 2018 is estimated to be \$106,174.

Respectfully Submitted,



Roy Frausto  
Engineering & Compliance Manager

***Enclosure(s)***

- *Professional Service Agreement between PWAG and Claris Strategy*

# AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated October \_\_\_\_, 2019, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between the **PUBLIC WATER AGENCIES GROUP**, a California non-profit mutual benefit corporation, hereinafter referred to as "**GROUP**," the **GROUP's PARTICIPATING MEMBERS**, as defined herein, and **CLARIS STRATEGY**, hereinafter referred to as "**CONSULTANT**" for the services referenced herein (referred to as the "**SERVICES**"). **GROUP, PARTICIPATING MEMBERS** (as defined below) and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

## I RECITALS

**A.** The **GROUP** is a corporation made up of public agency and mutual water company water suppliers situated in Los Angeles County. Certain of the **GROUP's** member entities desire to have **CONSULTANT** provide services, as defined herein, in connection with the Risk and Resilience Assessments (the "**RRAs**") and Emergency Response Plans ("**ERPs**") required under the federal America's Water Infrastructure Act of 2018 (the "**Act**" or "**AWIA**"). The **GROUP's** members who desire to procure those services are referred to as the "**PARTICIPATING MEMBERS**" and are listed on **Exhibit "A"** attached hereto.

**B.** The **GROUP** and the **PARTICIPATING MEMBERS** desire that **CONSULTANT** provide the **SERVICES** defined in this **AGREEMENT** and **CONSULTANT** is willing and able to provide the **SERVICES** in accordance with the terms and conditions specified herein.

NOW, THEREFORE, for good and valuable consideration, the **GROUP, CONSULTANT** and each **PARTICIPATING MEMBER** agrees as follows:

## II PURPOSE AND SCOPE OF WORK

### A. Consulting Work

**GROUP** and each **PARTICIPATING MEMBER** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of the **PARTICIPATING MEMBER** on whose behalf the particular **SERVICES** are being rendered.

### B. PARTICIPATING MEMBER SERVICES – Opt Out Provisions

**CONSULTANT** shall provide the Phase I Compliance Crosswalk **SERVICES**, as described in **Exhibit "B"** for each **PARTICIPATING MEMBER** in exchange for the compensation described in **Exhibit "C"** attached hereto and incorporated herein by this reference (as such compensation will be supplemented for Phases II and III as described in this Paragraph II.B), and each **PARTICIPATING MEMBER** agrees to receive and pay for the Compliance Crosswalk **SERVICES**. Upon completion of those **SERVICES, CONSULTANT** shall prepare for each **PARTICIPATING MEMBER** and transmit to each **PARTICIPATING MEMBER** by electronic mail addressed to that **PARTICIPATING MEMBER's** designated contact, as set forth on **Exhibit "A,"** a cost proposal for the preparation of the Phase II **RRA**

and Phase III **ERP** for each particular **PARTICIPATING MEMBER**. Each **PARTICIPATING MEMBER** shall notify **CONSULTANT** in writing within twenty-one (21) days after receipt of **CONSULTANT's** cost proposal whether that **PARTICIPATING MEMBER** desires to have **CONSULTANT** proceed with the Phase II **RRA** and Phase III **ERP**, with only one of those phases, or with neither of those phases. In the event a **PARTICIPATING MEMBER** does not desire the **CONSULTANT** to proceed with neither the Phase II **RRA** nor the Phase III **ERP**, then that **PARTICIPATING MEMBER** shall only be responsible for payment for the Phase I Compliance Crosswalk **SERVICES** and shall have no further financial responsibility to **CONSULTANT**. If a **PARTICIPATING MEMBER** desires the **CONSULTANT** to proceed with the Phase II **RRA** and/or Phase III **ERP** then the **PARTICIPATING MEMBER** shall be responsible for payment of the applicable Phase II and/or Phase III **SERVICES** in accordance with the **CONSULTANT's** cost proposal. Each **PARTICIPATING MEMBER** shall enter into a written task order with **CONSULTANT** that memorializes the Phase II **RRA** and/or Phase III **ERP SERVICES** to be performed by **CONSULTANT** and the agreed upon compensation to be paid for those **SERVICES**.

### C. Independent Contractor

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **GROUP** or of any **PARTICIPATING MEMBER**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **GROUP** or of any **PARTICIPATING MEMBER**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **GROUP** or of any **PARTICIPATING MEMBER**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **GROUP** and the **PARTICIPATING MEMBERS** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from the **PARTICIPATING MEMBER** for whom **SERVICES** are being provided before using any sub-consultants not previously disclosed in providing **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

### D. Changes in Scope of Work

If any **PARTICIPATING MEMBER** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, then that **PARTICIPATING MEMBER** shall prepare a written change order. If **CONSULTANT** believes work or materials

are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **PARTICIPATING MEMBER**. A change order must be approved and signed by the applicable **PARTICIPATING MEMBER** and **CONSULTANT** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** No **PARTICIPATING MEMBER** shall have any responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the agreed upon amount for the particular **SERVICES** to be provided to any, or all, **PARTICIPATING MEMBERS**.

### **III** **TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days' notice as provided herein.

### **IV** **FEES, COSTS, BILLING, PAYMENT AND RECORDS**

#### **A. Amount for Services**

**CONSULTANT** is expected to complete all **SERVICES** within the amount of compensation set forth on **Exhibit "C"** with respect to the Phase 1 Compliance Crosswalk **SERVICES** and as agreed upon in accordance with Paragraph II.B, above, with respect to the Phase 2 **RRA** and Phase 3 **ERP SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon amounts, but the obligation to complete the **SERVICES** within the agreed upon amounts lies with the **CONSULTANT**.

#### **B. Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "C,"** and as agreed upon in accordance with Paragraph II.B, above, with respect to the Phase 2 **RRA** and Phase 3 **ERP SERVICES** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "C"** shall continue to apply unless and until modified by consent of the applicable **PARTICIPATING MEMBER**.

#### **C. Notification Clause**

Formal notices, demands and communications to be given hereunder by **CONSULTANT** or any **PARTICIPATING MEMBER** shall be made in writing and may be effected by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, by overnight delivery by a nationally recognized courier or by electronic mail, with telephonic confirmation, and shall be deemed communicated as of the date of mailing or, in the case of personal delivery, delivery by overnight courier or by electronic mail, on the date of delivery. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five (5) working days.

**Notices shall be made as follows:**

To a Participating Member as specified on Exhibit "A," with a copy to:

Public Water Agencies Group  
c/o James D. Ciampa  
Lagerlof, Senecal, Gosney & Kruse,  
LLP  
301 North Lake Avenue, 10<sup>th</sup> Floor  
Pasadena, CA 91101  
(626) 793-9400  
jciampa@lagerlof.com

**CONSULTANT**  
Claris Strategy  
c/o William Lim  
1111 Drake Road  
Arcadia, CA 91007  
(626) 898-4462  
wlim@clarisstrategy.com

**D. Billing and Payment**

**CONSULTANT's** fees shall be billed, as applicable, to each **PARTICIPATING MEMBER** by the 5<sup>th</sup> day of the month and paid by the applicable **PARTICIPATING MEMBER** on or before the 10th day of the following month.

Each **PARTICIPATING MEMBER** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by any **PARTICIPATING MEMBER**. If a **PARTICIPATING MEMBER** does not approve an invoice, that **PARTICIPATING MEMBER** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice the **PARTICIPATING MEMBER** to cure the defects identified in the **PARTICIPATING MEMBER's** notice. The revised invoice will be treated as a new submittal. If a **PARTICIPATING MEMBER** contests all or any portion of an invoice, that **PARTICIPATING MEMBER** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

**E. Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by any **PARTICIPATING MEMBER**.

**V** **DOCUMENTS**

All **MATERIALS** as defined in Paragraph XII below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to the applicable **PARTICIPATING MEMBER** upon completion or termination of this **AGREEMENT**, or upon request by that **PARTICIPATING MEMBER**, and are the property of that **PARTICIPATING MEMBER**.

**VI** **TERMINATION**

**CONSULTANT** or any **PARTICIPATING MEMBER** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in

custody of **CONSULTANT** shall be promptly delivered to the applicable **PARTICIPATING MEMBER**; (2) the terminating **PARTICIPATING MEMBER** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the terminating **PARTICIPATING MEMBER**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **CONSULTANT** nor the terminating **PARTICIPATING MEMBER** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) the terminating **PARTICIPATING MEMBER** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section IV.D above, and; (6) the terminating **PARTICIPATING MEMBER** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

## **VII INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

### **A. Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **GROUP**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by any sub-consultant upon request by **GROUP** or any **PARTICIPATING MEMBER**.

### **B. Professional Liability Insurance**

**CONSULTANT** shall file with **GROUP**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **GROUP**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days' notice of cancellation (10 days for non-payment of premium) to **GROUP**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

### C. Other Insurance

**CONSULTANT** will file with **GROUP**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **GROUP**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; requiring 30 days (10 days for nonpayment of premium) notice of cancellation to **GROUP**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **GROUP**, and the **PARTICIPATING MEMBERS**, and their respective directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **GROUP**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **GROUP** or any **PARTICIPATING MEMBER** shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **GROUP**, the **PARTICIPATING MEMBERS**, and their respective members, directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs a sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

### D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement, to **GROUP** and the **PARTICIPATING MEMBERS** at least ten (10) days prior to the expiration date.

## VIII INDEMNIFICATION

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **GROUP**, the **PARTICIPATING MEMBERS** and their respective members, officers, directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the **SERVICES** under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **GROUP** and the **PARTICIPATING MEMBERS**, nor to their respective members, directors, officers, employees, or authorized volunteers, for defense or indemnity.

- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **GROUP's** or any **PARTICIPATING MEMBER's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **GROUP's** or any **PARTICIPATING MEMBER's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **GROUP** or any **PARTICIPATING MEMBER**, or their respective members, directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **GROUP** or any **PARTICIPATING MEMBER**, as applicable, and shall not tender such claims to **GROUP** or any applicable **PARTICIPATING MEMBER**, nor to their respective directors, officers, employees, or authorized volunteers.

**CONSULTANT** shall immediately pay and satisfy any judgment, award or decree that may be rendered against **GROUP** or any **PARTICIPATING MEMBER**, or their respective directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall immediately reimburse **GROUP** or any **PARTICIPATING MEMBER**, or their respective members, directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **GROUP** or any **PARTICIPATING MEMBER**, or their respective directors, officers, employees, or authorized volunteers.

## **IX                    OPERATING TECHNOLOGY SYSTEMS**

Each **PARTICIPATING MEMBER** agrees that the effectiveness of its operational technology systems ("**OT Systems**") and features recommended or assessed by **CONSULTANT** are dependent upon each **PARTICIPATING MEMBER's** continued operation and maintenance of the **OT Systems** in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the **OT Systems**. **PARTICIPATING MEMBERS** shall be solely responsible for operating and maintaining their respective **OT Systems** in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and

offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, each **PARTICIPATING MEMBER** recognizes and agrees that **OT Systems** are subject to internal and external breach, compromise, and similar incidents. Security features recommended by **CONSULTANT** are intended to reduce the likelihood that **OT Systems** will be compromised by such incidents. However, **CONSULTANT** does not guarantee that any **PARTICIPATING MEMBER's OT System** is impenetrable and each **PARTICIPATING MEMBER** agrees to waive any claims against **CONSULTANT** resulting from any such incidents that relate to or affect the **PARTICIPATING MEMBER's OT System**, except to the extent such incident was caused by **CONSULTANT** providing a recommendation that is contrary or inconsistent to industry standards, or otherwise caused by **CONSULTANT's** negligence or intentional misconduct.

## **X FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **GROUP** or any **PARTICIPATING MEMBER**. Failure to file financial disclosure reports upon request is a ground for termination of this **AGREEMENT**.

## **XI PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government- required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **XII LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be as specified in this **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **GROUP** or any **PARTICIPATING MEMBER** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibits "B"** or **"C."**

## **XIII CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively **"MATERIALS"**) provided by any **PARTICIPATING MEMBER** to

**CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes, except to the extent disclosure may be required by law.

#### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of all **MATERIALS** and records in its possession that have been provided by any **PARTICIPATING MEMBER**. All **MATERIALS** shall be deemed confidential and shall remain the property of the **PARTICIPATING MEMBER** who provided the **MATERIALS**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by any **PARTICIPATING MEMBER**. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of the **PARTICIPATING MEMBER** who provided the **MATERIALS**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

#### **C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

### **XIV OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for any **PARTICIPATING MEMBER** pursuant to the **AGREEMENT** are instruments of service and shall become the property of the particular **PARTICIPATING MEMBER** on whose behalf the item was prepared as part of the **SERVICES** rendered to that member, upon completion or termination of the **SERVICES**. **CONSULTANT** hereby assigns all of its right, title and interest therein to the **PARTICIPATING MEMBER** on whose behalf the item was prepared as part of the **SERVICES** rendered to that member, including but not limited to any copyright interest. In addition, each **PARTICIPATING MEMBER** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to that **PARTICIPATING MEMBER** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and the **GROUP** and the **PARTICIPATING MEMBERS** shall acquire no right or interest in such property.

**CONSULTANT** hereby assigns to **GROUP** or **GROUP's** designee and to each **PARTICIPATING MEMBER**, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this **AGREEMENT**. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **GROUP** or **GROUP's** designee, or any **PARTICIPATING MEMBER** reasonably requests to establish and perfect the rights assigned to **GROUP** or its designee or any **PARTICIPATING MEMBER** under this provision.

#### **XV EQUAL OPPORTUNITY**

**GROUP** and the **PARTICIPATING MEMBERS** are committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **GROUP** and each **PARTICIPATING MEMBER** maintain policies prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, gender identity, gender expression, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **GROUP** and the **PARTICIPATING MEMBERS**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, physical or mental disability, ancestry, medical condition, pregnancy or childbirth, gender, gender identity, gender expression, sexual orientation, veteran status or any other protected class.

#### **XVI INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

#### **XVII ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing

**PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

#### **XVIII JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Los Angeles County, California.

#### **XIX COUNTERPARTS AND ELECTRONIC SIGNATURES**

This **AGREEMENT** may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This **AGREEMENT** may be executed by signatures transmitted by facsimile or electronic means (including by PDF) and any such facsimile or electronically transmitted signature shall be deemed as valid as an original, "wet" signature.

[Signature pages follow]

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**PUBLIC WATER AGENCIES GROUP**

By \_\_\_\_\_  
Tom Coleman, Chair

**CLARIS STRATEGY**

By \_\_\_\_\_  
William Lim, President

**BELLFLOWER SOMERSET MUTUAL WATER COMPANY**

By \_\_\_\_\_  
Rick Cook, President

**LA PUENTE VALLEY COUNTY WATER DISTRICT**

By \_\_\_\_\_  
Greg Galindo, General Manager

**MONTEBELLO LAND AND WATER COMPANY**

By \_\_\_\_\_  
Ken Bradbury, General Manager

**PALMDALE WATER DISTRICT**

By \_\_\_\_\_  
Dennis LaMoreaux, General Manager

**PICO WATER DISTRICT**

By \_\_\_\_\_  
Mark Grajeda, General Manager

**QUARTZ HILL WATER DISTRICT**

By \_\_\_\_\_  
Chad Reed, General Manager

**ROWLAND WATER DISTRICT**

By \_\_\_\_\_  
Tom Coleman, General Manager

**RUBIO CANON LAND & WATER ASSOCIATION**

By \_\_\_\_\_  
Jan Fahey, President

**SAN GABRIEL COUNTY WATER DISTRICT**

By \_\_\_\_\_  
Jim Prior, General Manager

**SUNNY SLOPE WATER COMPANY**

By \_\_\_\_\_  
Ken Tcheng, General Manager

**SOUTH MONTEBELLO IRRIGATION DISTRICT**

By \_\_\_\_\_  
Alberto Corrales, General Manager

**THREE VALLEYS MUNICIPAL WATER DISTRICT**

By \_\_\_\_\_  
Matthew Litchfield, General Manager

**VALENCIA HEIGHTS WATER COMPANY**

By \_\_\_\_\_  
P. David Michalko, General Manager

**VALLEY COUNTY WATER DISTRICT**

By \_\_\_\_\_  
Jose Martinez, General Manager

**WALNUT VALLEY WATER DISTRICT**

By \_\_\_\_\_  
Erik Hitchman, General Manager

## EXHIBIT A- LIST OF PARTICIPATING MEMBERS

Member Agency	Contact	Contact E-mail
Bellflower Somerset Mutual Water Company	Steve Lenton	steve@bsmwc.com
La Puente Valley County Water District	Greg Galindo	ggalindo@lapuentewater.com
Montebello Land & Water Company	Ken Bradbury	ken@mtblw.com
Palmdale Water District	Adam Ly	aly@palmdalewater.org
Pico Water District	Mark Grajeda	msgrajeda@picowaterdistrict.net
Quartz Hill Water District	Chad Reed	creed@qhwd.org
Rowland Water District	Tom Coleman	tcoleman@rowlandwater.com
Rubio Cañon Land & Water Association	Lisa Yamashita-Lopez	Lisa@rclwa.org
San Gabriel County Water District	Jim Prior	jim@sgcwd.com
Sunny Slope Water Company	Ken Tcheng	ken@sunnyslopewatercompany.com
South Montebello Irrigation District	Alberto Corrales	a.corrales@pacbell.net
Three Valleys Municipal Water District	Kirk Howie	khowie@tvmwd.com
Valencia Heights Water Company	Dave Michalko	dmichalko@vhwc.org
Valley County Water District	Jose Martinez	jmartinez@vcwd.org
Walnut Valley Water District	Erik Hitchman	ehitchman@wvwd.com

Red font = RRA due 3/31/2020; ERP due 9/30/2020; Green font = RRA due 12/31/2020; ERP due 6/30/2021; Black font = RRA due 6/30/2021; ERP due 12/31/2021

## **EXHIBIT B - SCOPE OF WORK**

The following, along with Consultant's attached proposal, constitutes the Scope of Work for the project. The "Scope of Work" is considered to be the general format of the project.

### ***PHASE I – DESIGN AND COMPLETE COMPLIANCE CROSSWALKS***

This is the data gathering and evaluation phase of the project to assess each Participating Member's potential compliance with the AWIA requirements to complete a current Risk and Resiliency Assessment, as well as have a current Emergency Response Plan that addresses and responds to identified risks.

#### ***Task 1 – Design of AWIA Compliance Crosswalk***

Consultant shall design an AWIA Compliance Crosswalk that will be used to assess each Participating Member's potential compliance with the AWIA requirements based on current documents, policies, plans, procedures and assessments that they may already have in place. This should include a method to indicate to what degree those current concepts meet the AWIA compliance, including completeness, currency (less than five years old), intent, etc. Consultant is free to determine the format of the Crosswalk to best meet Participating Member needs (e.g. table or another format). This task includes:

- Participating Member review and provide written comments on the Draft Compliance Crosswalk.
- Consultant to receive, address and/or incorporate written comments from Participating Members.
- The PWAG Project Manager will confirm approval of the Final Compliance Crosswalk form.

#### ***Task 2 – Complete AWIA Crosswalk for each Participating Member***

Utilizing the Final AWIA Compliance Crosswalk, the Consultant shall review the Participating Agencies' submitted documents to complete one crosswalk per Participating Member. This task includes:

- Participating Member review and provide comments on their DRAFT Member Specific Compliance Crosswalk.
- Consultant to receive and incorporate the comments from Participating Members.
- Consultant to submit a Final Member Specific Compliance Crosswalk in accordance with the proposed project schedule.

After contract award, the PWAG Project Manager and Participating Members will provide the Consultant with a copy of all potentially applicable existing documents that would support development of the Compliance Crosswalk and individual Participating Members' Crosswalks. Examples of existing documents that may support this process are listed below:

- Standard Operating Procedures (SOPs)/ Standard Operating Guides (SOGs)
- Emergency Response Plan (ERP)/ Emergency Operations Plan (EOP)
- ERP Appendix or Checklists for response to natural and manmade hazards
- Dam Emergency Action Plans (if applicable)
- Vulnerability Assessments – physical and/ or cyber
- Water and/or Wastewater Master Plans
- Capital Improvement Plans
- Financial and Administrative Policies
- Reserve Policies
- Financial Audit Findings
- Procurement Policies/ Programs/ Emergency Response Contract Plans
- Hazard Mitigation Plans
- Continuity of Operations Plans (COOPs)/ Continuity of Government Plans (COGs)/ Business Continuity Plans
- Recovery Plans
- Water Outage/ Emergency Drinking Water Plans
- Water Reliability Studies and Urban Water Management Plans
- DDW Site Assessment Visits
- Cyber Security Assessment of Operations Networks
- Cyber Security Assessment of SCADA Networks
- Division of Drinking Water Emergency Notification Plan.

***Upon completion of Phase I, Consultant shall prepare cost proposals for Phases II and III below for each Participating Member. Each Participating Member shall thereafter confirm whether or not it desires to proceed with those Phase II and/or Phase III Services in accordance with Paragraph II.B of the Agreement.***

***PHASE II– CONDUCT RISK AND RESILIENCE ASSESSMENTS (RRA)***

Taking into account the work and findings included in the Participating Member’s existing documents and their specific AWIA Compliance Crosswalk completed in Phase I and provided the Participating Member desires to proceed with Phase II, the Consultant shall complete a system-wide all-hazards (natural and man-made) vulnerability assessment for physical, operational, maintenance, system engineering, chemical, and cyber systems, which shall be integrated into one comprehensive RRA for each Participating Member who is proceeding with the Phase II Services.

For each Participating Member, this should assess and determine the all-hazards risk and resilience of all drinking water physical, operational, and cyber assets located in a Participating Member's service area.

Some Participating Members also have operations or services related to wastewater systems, recycled water systems, etc. For purposes of this Scope of Work, only drinking water systems and systems or infrastructure that support drinking water systems, such as an administration building, will be evaluated. Participating Agencies may choose to independently engage a Consultant to complete an expanded RRA and ERP to cover their other areas of service.

#### Task 1 – Analysis Tool Selection

Risk and Resilience Analysis for various aspects of the RRA can be completed utilizing guidance documents, crosswalks, excel sheets, computerized analysis tools, etc. In regards to any software or proprietary systems proposed to be used for data collection, analysis and maintenance of risk and vulnerability assessments, the Consultant shall keep in mind the intended goal to set up each Participating Member to be able to independently update and maintain their RRA and ERPs on an ongoing five-year basis. The Participating Members are generally opposed to a proprietary system that would require recurring fees on an annual or ongoing basis.

If it is agreed to utilize software and/or proprietary systems, the following shall apply:

- Consultant shall use and maintain the selected software for data collection in accordance with the agreed upon standards.
- The Consultant shall provide all copies, licenses and data for the selected software to the Participating Members at the conclusion of the project.
- No copies of purchased licenses, software or data shall be retained by the Consultant or its sub-Consultants without prior written permission from the Participating Member.

#### Task 2 – Collection and Writing of the RRA

At minimum, the concepts to be included in the RRA should incorporate the requirements of Sec. 2013 of the AWIA, the information listed below, and any other subsequent updated requirements or guidance that the USEPA shall provide for conducting this assessment:

- The risk to the system from malevolent acts and natural hazards;
- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.; and
- Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.

- The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems), which are utilized by the system;
- The monitoring practices of the potable water system;
- The financial infrastructure of the system;
- The use, storage, or handling of various chemicals by the system; and
- The operation and maintenance of the system.

Additionally, in an effort to keep Participating Members' ERPs focused on response concepts, the following sections of AWIA SEC. 2013 "(b) Emergency Response Plan" shall be incorporated into Phase II under the Participating Agencies' RRA:

- "(1) strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- "(2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- "(3) actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
- "(4) strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system."

The RRA should take into consideration and incorporate or integrate as appropriate:

- Each Participating Member's existing documents and their specific AWIA Compliance Crosswalk completed in Phase I. Areas where the Participating Member already meets the AWIA requirements with current documents should not be recreated, but should be referenced and/or noted in the RRA accordingly. All Member-specific documents available will be provided to the Consultant by the Participating Member representative or PWAG Project Manager after contract award.
- The Consultant shall ensure that the RRA is consistent with all submitted documents.
- All materials submitted by Participating Members should be treated as Protected Infrastructure Information (PII) and returned to each agency upon completion of the project.

- At a minimum, the following reference documents shall be considered by the Consultant during the RRA process. The list is not meant to be all inclusive and the Consultant should identify what primary materials and reference documents they will utilize:
  - AWWA M19. Emergency Planning for Water and Wastewater Utilities, Fifth Edition. Denver, CO. Updated 2018
  - ANSI/AWWA G440-17. Emergency Preparedness Practices. Denver, CO. 2017
  - AWWA. Process Control System Security Guidance for the Water Sector. 2017
  - AWWA J100-10 (R13). Risk and Resilience Management of Water and Wastewater Systems (RAMCAP). Denver, CO. 2013
  - AWWA G430-14. Security Practices for Operation and Management. Denver, CO. 2014
  - AWWA Water & Wastewater Mutual Aid & Assistance Resource Typing Manual. 2008
  - AWWA. Utilities Helping Utilities: An Action Plan for Mutual Aid and Assistance Networks for Water and Wastewater Utilities. 2006
  - National Institute of Standards and Technology (NIST) Cybersecurity Framework (the Framework), February 2014.
  - NIST SP 800-82 Rev 2, Guide to Industrial Control Systems (ICS) Security, May 2015.
  - NIST SP 800-53 Rev 4, Recommended Security and Privacy Controls for Federal Information Systems and Organizations, April 2013.
  - NIST SP 800-184, Guide for Cybersecurity Event Recovery, December 2016.
  - ANSI/ISA-62443-2-1 (99.02.01)-2009 - Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program ([www.isa.org/standards](http://www.isa.org/standards)).
  - FEMA Local Mitigation Planning Handbook
  - FEMA Comprehensive Preparedness Guide (CPG) 101
  - Federal Guidelines for Emergency Action Planning for Dams (FEMA Publication No. P-64)

This task should include:

- Consultant to provide individual Participating Member Executive Management Draft RRA Review meetings. This meeting is to explain to the Participating Agency: 1) the RRA findings, 2) answer questions on processes or concerns, and 3) receive any verbal or written feedback.
- Participating Members to review and provide comments on their Draft RRA.

- Time for Consultant to receive and incorporate comments received from Participating Member and the Stakeholder Meeting.
- Time for Consultant to submit a Final Agency Specific RRA in accordance with the proposed project schedule.

Task 3 – Participating Member Training on Assessment Processes and Tools

After completing the final written RRA, the Consultant shall provide two (2) group trainings (and training materials in electronic format) to Participating Member representatives on the specifics of what was involved in completing the Compliance Crosswalk, RRA, the tools used and how to utilize those processes and tools to be successful with future updates. This can be scheduled at the very end of the contract in order to not take time away from meeting compliance deadlines.

**PHASE III – WRITE / UPDATE EMERGENCY RESPONSE PLANS (ERP)**

***Upon completion of Phase I, Consultant shall prepare cost proposals for Phases II and III below for each Participating Member. Each Participating Member shall thereafter confirm whether or not it desires to proceed with those Phase II and/or Phase III Services in accordance with Paragraph II.B of the Agreement. Thus, some Participating Members may opt out from the Services described under this Phase III.***

A majority of the Participating Members have current Emergency Operations/Response Plans for their agency and a California Division of Drinking Water required Emergency Notification Plan. Additionally, some Participating Members may have current function or event specific Standard Operating Plans or Annexes, such as Wildland Fire Response Plan or Cybersecurity SOP.

Task 1 – Update/Write ERP

Due to the fact that Participating Members have various levels of complexity of Emergency Response Planning and varied times when the most recent updates were completed, the following Levels of ERP Service shall apply:

- Low Work Effort: A short chapter or section that the Participating Member can incorporate into their current ERP that explains how their All-Hazards ERP, the RRA and other relevant documents meet the AWIA requirements. This should include addressing how all of the documents utilized throughout this planning process will be updated, cross- referenced or otherwise incorporated into planning processes on an ongoing basis. The assumption under this level of effort is that a Participating Member choosing this level of work effort already has a comprehensive and current ERP plan, process, and procedures.

- Medium Work Effort: In addition to the above Chapter/Section on how the Member meets the AWIA requirements, this effort would include the development of a (one) risk specific SOP/Annex document that addresses an identified planning gap from Phase II. The assumption under this level of effort is that a Participating Member choosing this effort already has a fairly comprehensive and current ERP.
- High Work Effort: Update an Emergency Response Plan for the Participating Member based on a non-current ERP. The new ERP should meet the AWIA requirements, as well as best practice standards for Emergency Response Planning for a Water Utility within California.

The concepts to be included in the ERP will incorporate the requirements from the following information listed below, and any other subsequent updated requirements or guidance that the USEPA provides for preparing this version of the ERP:

1. AWIA SEC. 2013 “(b) Emergency Response Plan” - “(2) plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;”
2. Each Participating Member’s existing documents and their specific AWIA Compliance Analysis & Guidance completed in Phase I. Areas where the Participating Member already meets the AWIA requirements with current documents should not be redone, but should be referenced and/or noted in the ERP accordingly. All Member-specific documents available will be provided to the Consultant by the Participating Member representative or PWAG Project Manager after contract award.

### Task 2: Participating Member Executive Summary

Develop an *Executive Summary* per Participating Member. This should be a high-level summary document that can be utilized with each Participating Member’s Board of Directors and to meet with their Local Emergency Planning Partners. The summary will be specific to each agency, their overall risk and resiliency, and emergency response planning readiness. Each Participating Member will work with the Consultant to define the level of detail that they are comfortable sharing within this document.

### **ADDITIONAL DELIVERABLES**

The Consultant should propose additional deliverables, meetings, or costs as they see appropriate to address components of their proposed Project Approach.

At minimum, this should include:

1. Participating Member Group Kickoff Meetings at the start of each Phase.
2. All Final Compliance Crosswalks, RRA, and ERP’s shall be provided to the Participating Member s as follows:

- a. One (1) Color Printed and Bound Copy of each Participating Member's Deliverables for each Phase of the Scope of Work that they choose to participate in.
  - b. Two (2) Electronic Copies (one (1) Portable Document Format (PDF)/One (1) Microsoft Word) of each Participating Member's Deliverables for each Phase of the Scope of Work that they choose to participate in on a flash drive (with encryption) or through a secure portal at each Participating Member's direction.
3. The Consultant shall set up a secure portal for the purpose of sharing documents between them and each Participating Member, which will allow each agency to upload its documents to share with the selected Consultant and download deliverables throughout the process. The portal should be secured to allow only the staff designated by each Participating Member, the Consultant's assigned staff, and the PWAG Project Manager access.

## EXHIBIT C

### COMPENSATION AND TERMS AND CONDITIONS FOR BILLING

**Participating Member:**

**Contact Name:**

**Address:**

**Phone:**

**Tax I.D. #**

1. Term:
  - Commencement (Insert Date)\_\_\_\_\_
  - Termination (Insert Date)\_\_\_\_\_
2. Fees/Rates to be billed:
  - Phase I – Compliance Crosswalk: \$9,718.00
  - Phase II – Risk & Resilience Assessment: To be determined\*
  - Phase III – Emergency Response Plan: To be determined\*
3. **CONSULTANT's** fees shall be billed by the 5<sup>th</sup> day of the month and paid by the **Participating Member** on or before the 10<sup>th</sup> of the following month.
4. Participating Member Representative: \_\_\_\_\_
5. Consultant Representative: William Lim

***Upon completion of Phase I, Consultant shall prepare cost proposals for Phases II and III of the Scope of Work set forth in Exhibit B for each Participating Member. Each Participating Member shall thereafter confirm whether or not it desires to proceed with those Phase II and/or Phase III Services in accordance with Paragraph II.B of the Agreement. Compensation payable for such Phase II and/or Phase III Services shall be determined upon acceptance of the applicable cost proposal.***

# Memo



To: Honorable Board of Directors  
From: Greg Galindo, General Manager  
Date: October 11, 2019

Re: Amendment to the 2015 Memorandum of Understanding Between the District and the Upper San Gabriel Valley Municipal Water District for District's Recycled Water Project

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## ***Summary***

Enclosed for your consideration is the proposed Amendment 1 to the 2015 Memorandum of Understanding between the District and the Upper San Gabriel Valley Municipal Water District for the expansion of the delivery of recycled water service to the District's service area. The amendment is necessary to update and clarify changes that occurred since 2015, related to the District's Recycled Water Project.

In summary, Amendment 1 provides:

- Clarification of design and construction expenses to reflect the actual contributions of each agency
- Clarification of assignment of the anticipated Proposition 84 grant funding reimbursements and alignment with the actual agency contributions
- Incorporation of an annual program administrative fee to account for the reduction in scale of the project and proportional costs associated thereby.

## ***Recommendation***

Staff recommends the Board of directors approve the amendment.

If there are any questions with respect to this item, please feel to contact me.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

## ***Enclosure(s)***

- Amendment 1 to the 2015 Memorandum of Understanding Between the District and the Upper San Gabriel Valley Municipal Water District.
- 2015 Memorandum of Understanding Between the District and the Upper San Gabriel Valley Municipal Water District.

**AMENDMENT NO. 1**

**TO**

**THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
AND  
LA PUENTE VALLEY COUNTY WATER DISTRICT**

This **AMENDMENT NO. 1** ("Amendment One") is made and entered into as of this \_\_\_ day of \_\_\_ 2019 (the "Effective Date") by and between the Upper San Gabriel Valley Municipal Water District ("Upper District") and La Puente Valley County Water District ("LPVCWD"). Defined terms used herein shall have the same meaning as ascribed to them in the Memorandum of Understanding (as such term is defined below).

**RECITALS**

**WHEREAS**, on or about November 1, 2015 Upper District and LPVCWD entered into a Memorandum of Understanding (MOU) for the Design, Construction, Operation and Maintenance of a Recycled Water Distribution System (the "Project") pursuant to which, *inter alia*, Upper District initiated a design for a recycled water pipeline and related appurtenances for the conveyance of recycled/reclaimed water (the "Recycled Water") to LPVCWD; and

**WHEREAS**, concerns arose regarding the firm availability of the recycled water supply and associated permitting; and

**WHEREAS**, concurrent with mutual coordination efforts to resolve these issues, the parties proceeded with the design of the Project; and

**WHEREAS**, with the parties have received notice that the wastewater diversion petition (recycled water supply petition) for the Project has been approved by the California State Water Resources Control Board; and

**WHEREAS**, both parties desire to proceed with the Project and to address issues that have arisen since the MOU was executed; and

**WHEREAS**, the MOU shall be amended based upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, the Parties hereby agree to modified terms as follows:

**A. Section 2. Agreement – Section 2.1.4.** Section 2.1.4 is deleted in its entirety and replaced by the following:

2.1.4 (a) Upper District shall cooperatively complete and fund the design of the Project in the agreed upon 2019 schedule. Upper District

shall retain available Proposition 84 grant funding to offset prior CEQA efforts and design expenditures (estimated at \$125,000).

(b) Upper District shall sell recycled water to LPVCWD at Upper District's cost from the City of Industry. Upper District shall apply the credit it has received from MWD under the parties' LRP Agreement (the "LRP Credit") to payments for recycled water purchases required by LPVCWD as described in Section 2.1.4(b) and 2.2.7. To the extent the LRP Credit is not sufficient to cover the full amount of LPVCWD's recycled water purchase costs, then LPVCWD shall pay any remaining balance of those costs to Upper District within thirty (30) days of receipt of an invoice from Upper District.

(c) Upper District shall bill the LPVCWD annually an administrative fee, on a fiscal year basis (July-June) starting in 2020 in the amount of \$3,000 for program administration, MWD LRP coordination and City of Industry coordination. This fee shall be adjusted annually based on the previous annual Los Angeles-Long Beach-Anaheim Consumer Price Index (CPI-U)

(d) To the extent the LRP Credit exceeds LPVCWD's recycled water purchase cost, Upper District shall apply the remaining balance of the LRP Credit to the administrative fee to be paid under subdivision (c).

**B. Section 2. Agreement – Section 2.2.2.** Section 2.2.2 is deleted in its entirety and replaced by the following:

2.2.2 (a) LPVCWD shall fund and construct the Recycled Water Project in its entirety, supplemented by available Proposition 84 grant funding (estimated at \$303,400).

(b) LPVCWD shall coordinate for and establish customer accounts for all electrical power requirements that are not part of the existing charges by the City of Industry to the Upper District.

(c) LPVCWD shall pay the Upper District annual program administrative fee in a timely manner, in accordance with Section 2.1.4(c);

**C. Section 2. Agreement – Section 2.2.6.** Section 2.2.6 is deleted in its entirety and replaced by the following:

2.2.6 Receive the benefit of avoiding the replacement water rate to offset capital costs of the Project;

**D. Section 2. Agreement – Section 2.2.9.** Section 2.2.9 is deleted in its entirety.

**E. No Further Modification.** Except as set forth in this Amendment One, all of the terms and provisions of the MOU shall remain unmodified and in full force and effect.

**F. Inconsistency.** In the event of any conflict or inconsistency between the terms of Amendment One and the MOU, the terms of Amendment One shall govern and control.

IN WITNESS WHEREOF, Upper District and LPVCWD have caused this Amendment One to be duly executed as of the Effective Date.

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Name: Thomas A. Love  
Title: General Manager

LA PUENTE VALLEY COUNTY WATER DISTRICT

By: \_\_\_\_\_  
Name: Greg B. Galindo  
Title: General Manager

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT**  
**AND**  
**LA PUENTE VALLEY COUNTY WATER DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into on this 1st day of November, 2015, by and between the Upper San Gabriel Valley Municipal Water District (“Upper District”) and the La Puente Valley County Water District (“LPVCWD”), to facilitate the expansion of the delivery of recycled water service to LPVCWD’s service area. Signatories to this MOU shall hereinafter be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

**Section 1. Purpose.**

**WHEREAS**, Upper District is a wholesale provider of recycled water in the San Gabriel Valley;

**WHEREAS**, LPVCWD, a retail water service provider, seeks to establish and subsequently expand its service of recycled water to retail connections in Upper District’s service area;

**WHEREAS**, the reliability of a sustainable long-term water supply is a mutual interest of Upper District and LPVCWD;

**WHEREAS**, the Parties desire and agree to work together to deliver a recycled water project (the “Project”) to enable the delivery of recycled water into LPVCWD’s service area;

**WHEREAS**, the Parties seek to develop a mutually agreeable arrangement for the purposes of delivering the Project;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived by the Parties, and of the agreements and promises contained in this MOU, the Parties hereby agree as follows:

## TERMS

### Section 2. Agreement.

#### 2.1. Upper District's Role and Responsibilities.

Upper District agrees to:

2.1.1 Act as lead agency and prepare and adopt all environmental documents to comply with the California Environmental Quality Act ("CEQA") for the Project;

2.1.2 For the purpose of offsetting the capital cost of the Project:

(a) Prepare and submit for financial assistance from any and all Metropolitan Water District ("MWD") Local Resource Programs ("LRP") for which the Project qualifies;

(b) Prepare and submit grant funding application for Proposition 84 emergency drought funds for the Project.

2.1.3 Provide support for retrofit design submittals to the California Department of Public Health ("CADPH") and engineering support services as requested by LPVCWD, including, but not limited to, feasibility analyses, preliminary engineering, construction management, inspection and labor compliance;

2.1.4 Sell recycled water to LPVCWD at Upper District's cost from Los Angeles County Sanitation District, plus eighty percent (80%) of Upper District's surcharge (not including the cost of imported water to Upper District).

#### 2.2. LPVCWD's Role and Responsibilities. LPVCWD agrees to:

2.2.1 Own, operate and maintain the Project;

2.2.2 Fund the Project in its entirety, supplemented by any and all available financial assistance and grant funding contemplated and received in support of the Project pursuant to this Agreement;

2.2.3 Provide final design for the Project, or pay fifty percent (50%) of Upper District's cost for the final design;

2.2.4 Construct the Project pursuant to all labor compliance laws of the State of California and Upper District's Project Labor Agreement with the Los Angeles and Orange Counties Building Trades;

2.2.5 Receive financial assistance from Upper District to offset the capital costs of the Project, including in-kind services listed at 2.1.3, above, grants as received by Upper District from Proposition 84 emergency drought funds, other grants as available, and MWD LRP funding;

2.2.6 Receive the benefit of avoiding the replacement water rate (not including eighty percent (80%) of Upper District's surcharge) to offset capital costs of the Project;

2.2.7 Purchase recycled water at the rate charged to Upper District by City of Industry;

2.2.8 Pay Upper District's cost of power that is not included in the rate charged to Upper District by City of Industry;

2.2.9 Pay eighty percent (80%) of Upper District's surcharge to support the continued development of water conservation, recycled water, and stormwater capture to sustain the long-term reliability of water supply from the Main San Gabriel Basin.

**Section 3. Term.**

3.1 The term of this MOU shall be for 25 years, commencing November 1, 2015, and concluding October 31, 2040.

**Section 4. Indemnification.**

4.1 Each Party shall indemnify, defend and hold harmless, each other Party, including their elected and appointed officers, directors, agents and employees, from and against any and all liability, including, but not limited to, demand for damages, claims, actions, fees, costs and expenses arising from, or connected with, that Party's acts or omissions under this agreement, provided, however, that no Party shall indemnify another Party for that Party's own negligence or willful misconduct.

**Section 5. Notices.**

5.1 Notices desired or required to be given under this agreement, or any law now or hereafter in effect, shall be given by personal delivery, overnight delivery, or by United States Postal Service certified mail, to the following representative of the Parties, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address

Upper District: Upper San Gabriel Valley Municipal Water District  
Attention: General Manager  
602 E. Huntington Dr., Suite B  
Monrovia, CA 91016

LPVCWD: La Puente Valley County Water District  
Attn: General Manager  
112 N. 1st St.  
La Puente, CA 91744

## **Section 6. General Provisions.**

6.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the laws of the State of California.

6.2 Amendment. No variation, modification, change or amendment of this MOU shall be binding upon any Party unless such variation, modification, change or amendment is in writing and duly authorized and executed by all Parties. This MOU shall not be amended or modified by oral agreements or understanding among the Parties, or by any acts or conduct of the Parties.

6.3 Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU, and supersedes all prior and contemporaneous agreements and understandings.

6.4 No Third Party Beneficiary/Successors and Assigns. This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

6.5 Waiver. No waiver of any breach or default by any party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any party to enforce at any time or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.6 Interpretation. The Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party.

6.7 Assignment. No Party shall assign this MOU, or any of such Party's interest, rights, or obligations under this MOU, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that any Party may assign the MOU, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.

6.8 Negation of partnership. Nothing in this MOU shall be construed to render the parties in any way or for any purpose partners, joint venturers or associates, nor shall this MOU be construed to authorize either Party to act as agent for the other Party, unless expressly provided in this MOU.

6.9 Savings clause. If any provision or provisions of this MOU are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the Parties that the remainder shall subsist, be, and remain in full force and effect.

6.10 Attorney's Fees and Costs. In the event of litigation arising out of or relating to this MOU, the prevailing Party shall be entitled to its court costs, and the reasonable fees, expenses, and costs of and associated with such prevailing Party's attorneys, experts, and other professionals.

6.11 Authority to enter into agreement. The individual(s) executing this MOU attest, warrant, and represent that they are duly authorized to execute this MOU on behalf of their respective agency.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on the above written date.

Upper San Gabriel Valley  
Municipal Water District

La Puente Valley County Water District

By: Shane Chapman  
Name: Shane Chapman  
Title: General Manager

By: Greg B. Galindo  
Name: Greg B. Galindo  
Title: General Manager

# STAFF REPORT



Meeting Date: October 14, 2019

To: Honorable Board of Directors

Subject: Consideration of Proposal from Stetson Engineers Inc. to provide a Groundwater Treatment Feasibility Study

**Purpose -** *To secure professional consulting services to complete a Groundwater Treatment Feasibility Study for the Industry Public Utilities (“IPU”) Water System.*

**Recommendation -** *Authorize the District’s General Manager to proceed with the work as proposed by Stetson Engineers Inc. as provided in their proposal dated September 11, 2019, resulting in an expense to the IPU Water Operations of \$101,400.*

**Fiscal Impact -** *This is an IPU Water Operations expense. There is no fiscal impact to the District by this action.*

## ***Summary***

The District’s Operations and Management Agreement with the City of Industry for IPU Water System (System) allows for the District to engage a consultant to provide services for the System. If a particular engagement results in a charge to the System of \$10,000 or more, the District must first obtain prior written approval from the City for such an engagement.

Earlier this year, during the IPU budget preparation process, District staff proposed that the City consider having a Groundwater Treatment Feasibility Study conducted in the 2019-20 fiscal year. The City agreed with this approach and appropriated \$200,000 in the 2019-20 IPU Water Operation budget for this effort. Enclosed is a staff report provided to the Industry Public Utilities Commission (IPUC) that provides all of the pertinent information on this item.

This item was considered by the IPUC on October 10, 2019 where the Commission did authorize the study to be performed. Since the District will be overseeing the work being proposed by Stetson, it is recommended for the District to directly contract with Stetson to complete the feasibility study.

## ***Recommendation***

Authorize the District’s General Manager to proceed with the work as proposed by Stetson Engineers Inc. as provided in their proposal dated September 11, 2019, resulting in an expense to the IPU Water Operations of \$101,400.

***Fiscal Impact***

This is an IPU Water Operations expense. There is no fiscal impact to the District by this action.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

***Enclosure(s)***

- Staff Report to IPUC for the Groundwater Feasibility Study Item

# Staff Report



To: Industry Public Utilities Commission

From: Greg B. Galindo, General Manager, La Puente Valley County Water District

Commission Meeting Date: October 10, 2019

Subject: Consideration of Proposal from Stetson Engineers Inc. to provide a Groundwater Treatment Feasibility Study for an amount not to exceed \$101,400.00 through April 30, 2020

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**Purpose -** *To secure professional consulting services to complete a Groundwater Treatment Feasibility Study for the Industry Public Utilities (“IPU”) Water System.*

**Recommendation -** *Authorize the District’s General Manager to proceed with the work as proposed by Stetson Engineers Inc. as provided in their proposal dated September 11, 2019, resulting in an expense to the IPU Water Operations of \$101,400.*

**Fiscal Impact -** *The IPU Water Operations 2019-20 Budget appropriates \$200,000 to complete a Groundwater Treatment Feasibility Study for the IPU Water System Well Field. If approved, the work proposed by Stetson Engineers Inc. will be within the Budget appropriations.*

## **Background**

The Industry Public Utilities water system currently relies on water produced from its Well No. 5 located at the San Fidel Well Field to meet its water supply needs. Water pumped from Well No. 5 is delivered to San Gabriel Valley Water Company’s (SGVWC) B-5 groundwater treatment plant (B-5 Plant) through a transmission line owned by SGVWC. Water treated by the B-5 plant is pumped into SGVWC’s Water System where it is then delivered to the IPU’s water system through one of two interconnections between IPU and SGVWC. The vast majority of the water delivered back to the IPU flows through the interconnection at IPU’s Lomitas Reservoir and Pump Station site. Over the past 10 years, Well No. 5 has produced an average of 1,689 acre-feet of water and SGVWC delivered back to the City 1,332 acre-feet annually.

The City owns the San Fidel Well Field that encompasses approximately 2.4 acres of land located between San Fidel Avenue and the 605 Fwy (approximately 1,300 feet south of Valley Blvd.). The well field is home to one active well, three inactive wells, and one abandoned well. The well field has been impacted by groundwater contamination from the EPA Superfund Site known as the Baldwin Park Operable Unit (“BPOU”). In fact, the well field had to be taken out of service in 2002 as a result of this contamination.

Contamination in the BPOU was first detected early 1979. In 1983, the Main San Gabriel Basin was declared a Superfund site by the EPA. In 1998, the Watermaster and BPOU Potentially Responsible Parties (“PRPs”) initiated discussions regarding a joint basin cleanup and water supply project which culminated into a Memorandum of Understanding that was executed on January 12, 2001.

An agreement, known as the BPOU Project Agreement, between the Cooperating Respondents (“CRs”) and the Water Entities (“Wes”) was executed on March 29, 2002. The City of Industry (“City”) was not a signatory to the BPOU Project Agreement since its San Fidel Well Field was only on the fringe of the BPOU contamination plume at that time. Although the City is not a signatory to the BPOU Project Agreement, the City agreed to be part of the remedy by providing contaminated water from its well field to be treated at the B-5 Plant.

In March 2002, the City signed an agreement with SGVWC to pump, treat, and return 1,200 gpm of water from the City’s Well No. 5, which was incorporated into the BPOU Project Agreement. In September 2002, one of the responsible parties agreed to pay the cost for alternative water supply while the necessary facilities were constructed to allow for untreated water to be delivered to the B-5 Plant and treated water delivered back the IPU water system. In February 2007, the CRs agreed to fund the construction of the City’s well head facilities and pipeline for delivery of raw water to the SGVWC Plant B5.

The original BPOU Project Agreement expired in May 2017. The WEs and CRs entered into a new 2017 BPOU Project Agreement for continued treatment and water supply, which will expire in May of 2027.

### ***Discussion***

By way of the City’s agreements with the CRs and SGVWC, water served to the IPU water system continues to meet all state and federal drinking water standards. The cost for treatment of the BPOU contamination has been paid for by the responsible parties and not been passed onto the IPU water system customers. Although this arrangement has been a benefit to the IPU water system, there are some concerns that staff has identified in the long term. These concerns include the cost of groundwater treatment upon the expiration of the BPOU Agreement, water supply limitations in emergency situations, control over the groundwater treatment facility and the restrictions on the City’s ability to provide water to neighboring water systems that serve the City of Industry.

Currently, a number of the BPOU contaminants of concern are still detected in the City’s Well No. 5. There is one contaminant that is over its respective maximum contaminant level (MCL) and others that are just below their respective MCLs. Based on the current water quality of Well No. 5, if the City were to endeavor to provide treatment rather than pumping to the B-5 Plant for treatment, VOC treatment by Granular Activated Carbon (GAC) and Perchlorate treatment by Single Pass Ion Exchange (SPIX) would be required to utilize Well No. 5 as a source for the IPU water system.

To address the aforementioned concerns, the IPUC should investigate alternatives for pumping, treating, and using or selling potable water to restore IPU’s historical water supply capabilities. In addition, IPU should achieve an independent water supply and look to engage in opportunities for storing and exporting water as allowed by the Main San Gabriel Basin Watermaster (Watermaster). To that end, staff requested a proposal from Stetson Engineers Inc. (Stetson) to complete a Groundwater Treatment Feasibility Study. This proposal is enclosed for your consideration. Stetson was selected to provide this proposal due to their vast experience with the BPOU Project, their knowledge of the Main San Gabriel Basin Judgement and Watermaster’s Rules and Regulations and their hydrologic modeling capabilities.

Staff identified the following core tasks that will be performed as part of the feasibility study:

- Summarize the well field water quality and its potential yield.
- Evaluate the impacts of groundwater contamination and potential changes to water quality over time.
- Evaluate the water treatment technologies needed and potential locations for a treatment facility.
- Evaluate the regulatory and institutional requirements for constructing and permitting a groundwater treatment facility.
- Provide feasibility level cost estimates for construction and ongoing operation and maintenance.

***Recommendation***

Staff request that the Industry Public Utilities Commission authorize the District's General Manager to proceed with the work as proposed by Stetson Engineers Inc. as provided in their proposal dated September 11, 2019, resulting in an expense to the IPU Water Operations of \$101,400.

***Fiscal Impact***

The IPU Water Operations 2019-20 Budget appropriates \$200,000 to complete a Groundwater Treatment Feasibility Study for the IPU Water System Well Field. If approved, the work proposed by Stetson, for an amount of \$101,400, will be within the Budget appropriations.

Please let me know if you require any other information in order to consider this matter or need additional clarification. Thank you.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

La Puente Valley County Water District

Enclosure

- Proposal from Stetson Engineers Inc. to complete a Groundwater Treatment Feasibility Study



861 Village Oaks Drive, Suite 100 • Covina, California 91724  
Phone: (626) 967-6202 • Fax: (626) 331-7065 • Website: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado • Oregon

08-003

Reply to: Covina

September 11, 2019

Mr. Greg Galindo  
General Manager  
La Puente Valley County Water District  
112 N. First St.  
La Puente, CA 91744

Subject: Scope of Work  
City of Industry  
Groundwater Treatment Feasibility Study

Dear Mr. Galindo:

Stetson Engineers Inc. (Stetson) is pleased to provide you with following Scope of Work and budget to assist the Industry Public Utilities (IPU) water system, currently under management of the La Puente Valley County Water District (LPVCWD), in conducting a Groundwater Treatment Feasibility Study (Feasibility Study).

### **Project Understanding**

The Industry Public Utilities (IPU) water system receives its water supplies as the result of agreements made with the Baldwin Park Operable Unit (BPOU) Cooperating Respondents (CRs) and San Gabriel Valley Water Company (San Gabriel) for potable water supply due to contamination of the aquifer from which IPU's existing wells produce water. IPU has four existing wells (2, 3, 4, and 5), of which only Well 5 is currently operated and treated through San Gabriel's Plant B5 as part of the BPOU remediation effort. It is Stetson's understanding that IPU would like to investigate alternatives for pumping and treating to restore IPU's historical water supply capabilities. In addition, IPU would like to achieve an independent water supply and engage in opportunities for storing and exporting water as allowed by the Main San Gabriel Basin Watermaster (Watermaster).

### **Scope of Work**

The proposed Feasibility Study will provide technically sound engineering approaches to evaluate increased water supply from IPU's existing wells and impacts on local groundwater resources. The Feasibility Study will also include review of existing wells and distribution infrastructure, review of groundwater quality, review of impacts on known contaminant plumes, evaluation of groundwater treatment technologies,



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evaluation of engineering issues, review of regulatory and institutional constraints, and estimated costs and benefits pertaining to the development of groundwater supplies.

The following is a detailed description of Stetson's proposed approach to the Scope of Work:

### **Task 1. Site Visit and Data Collection**

Stetson will coordinate with IPU to obtain documents pertaining to IPU's existing water supply wells. It is Stetson's understanding the following documents will be available for review and will be the basis of the Feasibility Report:

- a. All engineering and well drilling reports and logs, and pump curves/motor horsepower
- b. Water quality and production data for existing IPU wells. It is assumed all water quality and production data will be provided in electronic spreadsheet or database format.
- c. All agreements and Memoranda of Understanding (MOU) pertaining to IPU water supplies.

Stetson will inspect the existing IPU well facilities (Wells 2, 3, 4, and 5). The inspection will consist of visual observations of the configuration and condition of the above ground facilities. Stetson will document the inspections with field notes and photographs to be included in the Feasibility Report. It is assumed it will be IPU's responsibility to retain a contractor to conduct downhole investigations of each existing well to assess their condition and provide a written report summarizing findings and recommendations for maintenance, rehabilitation, or abandonment. If reports of well conditions are available, Stetson will review and incorporate these into the Feasibility Report.

### **Task 2. Summarize Water Quality and Yield for Existing Sources of Supply**

Stetson will review available historical data obtained for the IPU wells. It is assumed all water quality and production data will be provided in electronic spreadsheet or database format. Stetson will perform a statistical regression analysis of monitored constituents of concern. Stetson will identify outliers, maximums, minimums, and trends of the data and will report whether or not there is reasonable potential of any exceedance of drinking water Maximum Contaminant Levels (MCLs) in the future based on observed trends. This analysis will be performed on a minimum of the past five years of available data and will be compiled in the Feasibility Report.



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Stetson will prepare a summary of estimated water quality and yield for the wells based on the data from existing nearby wells.

### **Task 3. Evaluation of Impacts on BPOU and PVOU**

Stetson proposes to use the Main Basin Watermaster's 3-D flow model (3D Basin Model) in conjunction with the U.S. Geological Survey (USGS) MODPATH particle tracking model to evaluate the potential impacts of IPU well pumping on the Baldwin Park Operable Unit (BPOU) and the Puente Valley Operable Unit (PVOU) plumes. The predictive modeling efforts will help determine the pumping area of influence. Stetson will review the pumping area of influence and published water quality and contaminant plume maps (BPOU and PVOU) to evaluate if contaminated groundwater may be captured by pumping of IPU wells and what type of treatment may be necessary.

The modeling area will focus in the area where the existing IPU wells are located and the immediate upgradient BPOU and PVOU areas. The 3D Basin Model is regionally calibrated with basin water levels and flows from Fiscal Year (FY) 1973-74 to FY 2014-15. The 3D Basin Model has a high-resolution model grid system and was developed to assess potential impacts from regional groundwater development. Prior to running simulations of proposed pumping of IPU wells, the 3D Basin Model will be further refined and calibrated to closely replicate results from the BPOU and PVOU models. If any significant differences are found, these will be evaluated and documented. The differences between simulated heads and field observations, particularly in the upgradient BPOU and PVOU areas, will be examined in the vicinity of the modeling focus area prior to model simulation. The geometry of local hydrostratigraphic units and hydrogeological properties in the 3D Basin Model may be adjusted to represent local groundwater conditions and improve simulation accuracy. This effort is to ensure the 3D Basin Model can reproduce groundwater conditions and flow velocity fields in the modeling focus area due to existing local pumping activities. Stetson will prepare a Technical Memorandum #1 summarizing the configuration of the model and comparisons to the BPOU and PVOU models. The Technical Memorandum #1 will discuss results of the 3D Basin Model examination for groundwater conditions in the modeling focus area. Stetson will submit a draft of the Technical Memorandum #1 to staff from IPU, BPOU CRs, PVOU CRs, EPA, and Watermaster for review prior to the performance of particle tracking analysis. Stetson will schedule a meeting(s) with the stakeholders to review and address their comments and questions on the draft Technical Memorandum #1. Stetson will then make any necessary adjustments to the model to incorporate input received from all stakeholders. Stetson will prepare a revised draft Technical Memorandum and distribute to all stakeholders for final review. Upon receipt of the second round of comments from all stakeholders, Stetson will finalize the Technical Memorandum for submittal to IPU.



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Two (2) model-simulated flow fields with the highest and lowest hydraulic gradients in the modeling focus area from the calibrated 3D-Basin Model simulation will be chosen and used as the initial and baseline conditions for the predictive flow simulations. The predictive flow model will be steady-state simulated under the same stresses of the chosen hydrologic conditions with three pumping scenarios that reflect IPU's possible pumping alternatives.

Three pumping scenarios will be evaluated and a total of six (6) predictive flow simulations will be performed – two simulations per pumping scenario. These three pumping scenarios can then be compared together along with the baseline pumping scenario. Results of flow fields from the predictive flow simulations will be assessed by the particle tracking model to evaluate the changes in groundwater flow path and travel time, and potential impacts on the upgradient plumes from the BPOU and PVOU. Stetson will prepare a Technical Memorandum #2 discussing modeling approaches, assumptions, and results. Stetson will also present the findings and recommendations based on the modeling results. All figures and tables to support the modeling results and findings will also be prepared. Stetson will submit a draft of the Technical Memorandum #2 to stakeholders for review. Stetson will schedule a meeting(s) with the stakeholders to review their comments and questions on the draft Technical Memorandum. Stetson will then adjust the model and re-run the pumping scenarios, as necessary, to incorporate input received from all stakeholders. Stetson will prepare a revised draft Technical Memorandum and distribute to all stakeholders for final review. Upon receipt of the second round of comments from all stakeholders, Stetson will finalize the Technical Memorandum for submittal to IPU.

#### **Task 4. Evaluation of Water Treatment Technologies**

Stetson will evaluate water treatment technologies commonly used for the removal of potential contaminants that are, or may likely be, found in IPU's wells such as VOCs, Perchlorate, NDMA, and Nitrate. Treatment technologies may include but not be limited to ion exchange, biological treatment, granular activated carbon, air stripping, and ultraviolet light/oxidation. Stetson will provide descriptions of the treatment technologies, pros, and cons along with estimated design, permitting, capital and annual operational costs.

#### **Task 5. Evaluation of Water Supply Facilities and Potential Treatment Facilities**

Stetson will evaluate engineering issues pertaining to the development of additional groundwater supplies for IPU. Stetson's evaluation will include the following:



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- a. Review reports, record drawings, and other information pertinent to the project.
- b. Identification of conceptual facilities to develop groundwater supplies to increase water production. Facilities may include but not be limited to the following:
  - i. Production wells
  - ii. Well pump equipment
  - iii. Well head treatment equipment
  - iv. Pipelines
  - v. Distribution system interconnections
  - vi. Water quality sampling stations
  - vii. Other appurtenant facilities
- c. Review documentation and interview operations staff of the existing distribution system to identify limitations of the existing distribution system and the ability to accept additional capacity.
- d. Identify requirements for adding additional system capacity from groundwater supplies.
- e. Prepare a plan and preliminary schedule for developing and equipping existing and/or new wells for water supply.

#### **Task 6. Evaluation of Potential Treatment Facility Locations**

Stetson will review two (2) potential sites for installation of water treatment and/or blending facilities. Site evaluations will include review of available space for potential treatment and blending facilities, proximity to existing or proposed wells, proximity to existing distribution infrastructure (i.e. pipelines, reservoirs, disinfection facilities), and accessibility. Stetson will prepare preliminary footprints of treatment systems, showing the relative size and location of anticipated treatment equipment and existing facilities. Stetson will identify constructability, operational, and other challenges that may exist at each potential treatment facility location.

#### **Task 7. Evaluation of Regulatory and Institutional Requirements**

Stetson will review and summarize regulatory and institutional requirements for the development of water supplies for potable uses. Based on Stetson's experience with water quality and regulatory issues for drinking water and discharges to storm drains or channels, the following agencies will need to be consulted and will need to be involved with the permitting aspects of the project:

- a. State of California Water Resources Control Board, Division of Drinking Water – confirm whether or not water supply sources are defined as Extremely



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- Impaired Sources (i.e. Policy Memo 97-005), review Title 22 drinking water requirements, and review/approval of water supply permit(s)
- b. State of California Department of Water Resources – review/approval of installation of new well(s)
  - c. State of California – review/approval of requirements for meeting California Environmental Quality Act (CEQA)
  - d. US Environmental Protection Agency – review of status of cleanup of contaminated wells
  - e. Regional Water Quality Control Board – review/approval of potential discharges to storm drains or channels
  - f. Purveyors who will receive water – review water quality/quantity
  - g. Watermaster – review/approve storage/export agreement and Section 28 requirements

#### **Task 8. Compare Estimated Feasibility Level Project Costs to Treated Imported Water Costs**

Stetson will prepare feasibility level cost estimates for the following items:

- a. Well development and equipping of existing wells, if necessary, for higher capacity
- b. Design, permitting, and construction of new production wells and associated facilities
- c. Design, permitting, and construction of well head treatment
- d. Design, permitting, and construction of blending facilities
- e. Design, permitting, and construction of transmission mains and interconnections
- f. Land acquisition

The cost analysis will include the estimated capital cost (design, procurement, and construction) of new facilities. In addition, the capital costs will be amortized assuming a 30-year repayment period and a 4 percent interest rate. The operation and maintenance (O&M) costs will be quantified for the wells, treatment facility and potential transmission pipelines including all pumping costs. All groundwater produced from the Main San Gabriel Basin is subject to applicable assessments. These assessments will be included in the total O&M costs for the purposes of comparing the cost of treated groundwater to treated imported water.

#### **Task 9. Review Potential Funding Sources**

Stetson will review current funding opportunities and provide a summary of funding opportunities IPU may be able to pursue for funding of the implementation of



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groundwater supply projects. Funding opportunities may include federal, state, and local grants and/or loans. There may also be opportunities to have BPOU CRs or PVOU PRPs contribute, if deemed applicable.

### **Task 10. Feasibility Report**

Stetson will prepare a Draft Feasibility Report (Draft Report) summarizing the findings of work completed in Tasks 1 through 9. Stetson will schedule a review meeting with IPU to review the Draft Report. Upon receipt of comments, Stetson will modify, finalize, and issue the Final Report. The estimated budget for this task assumes one round of comments from IPU.

### **Task 11. Meetings and Project Coordination**

Stetson will work closely with IPU to ensure a thorough analysis of the project is provided in a timely and cost effective manner.

Stetson intends to provide an accurate and high quality product to IPU. All work products developed by Stetson are directed by experienced staff. Data, calculations, drawings, and correspondence are reviewed by peers or supervisors prior to submittal to IPU. Copies of all submittals are retained by Stetson as well as all comments and correspondence received from others.

Project meetings are an important interaction between IPU and Stetson to track progress, obtain needed information and direction, and determine subsequent actions that will result in the best project possible. Stetson will invite the appropriate attendees, and prepare and distribute meeting agendas and meeting minutes. Stetson will schedule a kick-off meeting with IPU which would include reviews of any work already completed by IPU, project goals, potential sources of available data, technical study approaches, and discussion and clarification of the project scope and schedule. Prior to the kick-off meeting, Stetson will provide IPU with a data request list. Stetson will also schedule up to four (4) Review Meetings to discuss the results of the modeling work (see Task 3) and another Review Meeting to discuss the Draft Feasibility Report (see Task 10).

Stetson will provide IPU with monthly updates to review progress of the tasks, exchange information, and receive additional input.



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**Schedule**

Stetson's preliminary Project Schedule can be found on the following page.

**Budget**

The total not-to-exceed budget for this study is \$101,400. A breakdown of the budget by task is attached. All work will be invoiced on a time and materials basis. Stetson is prepared to commence work following your authorization to proceed.

If you have any questions please give me a call at (626) 967-6202.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen B. Johnson', with a large, looping flourish extending to the right.

Stephen B. Johnson, P.E.  
Stetson Engineers Inc.

**Attachments**

City of Industry - Well Reactivation Feasibility Study

Stetson Engineers Inc.  
 Estimated Engineering Fees - Submitted September 11, 2019

Task	Description	Principal \$237	Sup.Engr.I \$206	Sup.Engr.II \$191	Sr Engineer \$149	Assoc. Engineer \$122	Clerical \$72	Direct Costs	Total Cost
1	Site Visit & Data Collection		4	8	32			\$ 50	\$ 7,200.00
2	Summarize Water Quality & Yield		4			8	4		\$ 2,100.00
3	Evaluation of Impacts on BPOU & PVOU	4	24	150					\$ 34,500.00
4	Evaluation of Treatment Technologies		4		32				\$ 5,600.00
5	Evaluation of Water Supply and Potential Treatment Facilities		8		32			\$ 50	\$ 6,500.00
6	Evaluate Potential Treatment Facility Locations		4		24				\$ 4,400.00
7	Evaluate Regulatory & Institutional Requirements		2		12				\$ 2,200.00
8	Compare Costs		4		32				\$ 5,600.00
9	Review Funding Sources		2		6				\$ 1,300.00
10	Feasibility Report	4	16		40		8	\$ 100	\$ 10,900.00
11	Meetings & Project Coordination	30	50	18				\$ 300	\$ 21,100.00
<b>Subtotal</b>		<b>38</b>	<b>122</b>	<b>176</b>	<b>210</b>	<b>8</b>	<b>12</b>	<b>\$ 500</b>	<b>\$ 101,400</b>
<b>Total Scope of Work</b>		<b>38</b>	<b>122</b>	<b>176</b>	<b>210</b>	<b>8</b>	<b>12</b>	<b>\$ 500</b>	<b>\$ 101,400</b>

# City of Industry Well Reactivation Feasibility Study Project Schedule

ID	Task Name	Duration	Start	Finish	Oct	Nov	Dec	Jan	Feb	Mar
1	Kick-Off Meeting	0 days	Tue 10/15/19	Tue 10/15/19	◆ 10/15					
2	Task 1 - Site Visit & Data Collection	15 days	Tue 10/15/19	Mon 11/4/19						
3	Task 2 - Summarize Water Quality & Yield	10 days	Tue 11/5/19	Mon 11/18/19						
4	<b>Task 3 - Evaluation of Impacts on BPOU &amp; PVOU</b>	<b>65 days</b>	<b>Tue 11/5/19</b>	<b>Mon 2/3/20</b>						
5	Compare Model Existing Conditions with BPOU & PVOU	10 days	Tue 11/5/19	Mon 11/18/19						
6	Review Meeting(s)	5 days	Tue 11/19/19	Mon 11/25/19						
7	Revise Tech Memo #1	5 days	Tue 11/26/19	Mon 12/2/19						
8	Tech Memo Review	5 days	Tue 12/3/19	Mon 12/9/19						
9	Finalize Tech Memo #1	5 days	Tue 12/10/19	Mon 12/16/19						
10	Run Predictive Flow Simulations	10 days	Tue 12/17/19	Mon 12/30/19						
11	Review Meeting(s)	5 days	Tue 12/31/19	Mon 1/6/20						
12	Run Predictive Flow Simulations	5 days	Tue 1/7/20	Mon 1/13/20						
13	Revise Tech Memo #2	5 days	Tue 1/14/20	Mon 1/20/20						
14	Tech Memo Review	5 days	Tue 1/21/20	Mon 1/27/20						
15	Finalize Tech Memo #2	5 days	Tue 1/28/20	Mon 2/3/20						
16	Task 4 - Evaluation of Treatment Technologies	10 days	Tue 11/5/19	Mon 11/18/19						
17	Task 5 - Evaluation of Water Supply & Potential Treatment Facilities	5 days	Tue 11/19/19	Mon 11/25/19						
18	Task 6 - Evaluate Potential Treatment Facility Locations	5 days	Tue 1/7/20	Mon 1/13/20						
19	Task 7 - Evaluate Regulatory & Institutional Requirements	5 days	Tue 11/5/19	Mon 11/11/19						
20	Task 8 - Compare Costs	15 days	Tue 1/14/20	Mon 2/3/20						
21	Task 9 - Review Funding Sources	5 days	Tue 11/5/19	Mon 11/11/19						
22	Task 10 - Feasibility Report	20 days	Tue 2/4/20	Mon 3/2/20						
23	Review Meeting	0 days	Mon 2/24/20	Mon 2/24/20						◆ 2/24

Project: Industry Water Supply - DRAF  
Date: August 28, 2019

Task  
Critical Task  
Progress

Milestone  
Summary  
Rollover Task

Rolled Up Critical Task  
Rollover Milestone  
Rollover Progress

Split  
External Tasks  
Project Summary

Group By Summary  
Deadline



## Standard Billing Rate Schedule Professional Fees

Principal	\$237.00	Per Hour
Special Project Director	\$237.00	Per Hour
Project Manager, Senior	\$206.00	Per Hour
Supervisor I	\$206.00	Per Hour
Supervising Soil Scientist	\$191.00	Per Hour
Supervisor II	\$191.00	Per Hour
Supervisor III	\$185.00	Per Hour
Senior I	\$165.00	Per Hour
Senior II	\$149.00	Per Hour
Senior III	\$134.00	Per Hour
Construction Manager	\$134.00	Per Hour
Construction Manager / Oversight	\$118.00	Per Hour
Senior Construction Inspector	\$118.00	Per Hour
Senior Field Geologist	\$134.00	Per Hour
Senior Associate	\$128.00	Per Hour
Associate I	\$122.00	Per Hour
Associate II	\$116.00	Per Hour
Associate III	\$111.00	Per Hour
Associate Soil Scientist	\$111.00	Per Hour
Senior Assistant	\$103.00	Per Hour
Assistant I	\$98.00	Per Hour
Assistant II	\$93.00	Per Hour
Assistant Soil Scientist	\$93.00	Per Hour
Assistant III	\$88.00	Per Hour
GIS Manager	\$122.00	Per Hour
GIS Specialist I	\$101.00	Per Hour
GIS Specialist II	\$91.00	Per Hour
Technical Illustrator	\$88.00	Per Hour
AutoCAD Technician	\$88.00	Per Hour
Soil Technician	\$77.00	Per Hour
Aide I	\$72.00	Per Hour
Aide II	\$62.00	Per Hour
Aide III	\$57.00	Per Hour
Project Coordinator I	\$134.00	Per Hour
Project Coordinator II	\$98.00	Per Hour
Project Coordinator III	\$88.00	Per Hour
Contract Management	\$103.00	Per Hour
Administrative I	\$72.00	Per Hour
Administrative II	\$67.00	Per Hour
Administrative III	\$62.00	Per Hour

*Effective January 1, 2019*

## Direct Expense Rates

<b>Expense Description</b>	<b>Billing Rate</b>
Fax	\$0.30 / Page
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Specialty Computer Expense (In-House)	\$15.00 / Hour
4x4 Truck with Drill Rig	\$150.00 / Day
Survey Equipment	\$120.00 / Day

Notes:

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

# STAFF REPORT



Meeting Date: October 14, 2019

To: Honorable Board of Directors

From: Greg B. Galindo, General Manager

Subject: Fence Removal and Installation at the District's Main Street Reservoir Site

**Purpose -** *To modify the perimeter fence at the Main Street Reservoir Site to improve visibility of traffic on Main Street for Staff as they leave the site.*

**Recommendation -** *Authorize the General Manager to proceed with the work as quoted by Econo Fence, Inc. for a not to exceed price of \$9,350.00 (includes contingency).*

**Fiscal Impact -** *The District's 2019 Amended Budget appropriates \$48,100 for General Plant Maintenance and Repair. The year to date balance for this expense category is approximately \$28,000. The cost of fence removal and installation will be within the Budget appropriation.*

## Summary

The District's Main Street Reservoir Site is located on Main Street between Hillcrest Drive and Bamboo Street. This site contains The District's Zone 1 water storage reservoirs (3 MG and 1.8 MG reservoirs), its Zone 2 pump station and its Zone 4 pump station. Adjacent to the reservoir site is a vacant lot owned by the District, which is used from time to time for material storage. This site has two access points from Main Street, one closer to Hillcrest Drive and the other closer to Bamboo Street, as shown in the attached Exhibit 1 & 2.

Both of the access points have driveways, but have poor visibility to the street to see oncoming traffic. This makes it somewhat difficult for staff in District vehicles to exit onto Main Street in a safe manner when considering that some drivers do not obey the 25-mph speed limit on Main Street. To improve the visibility for our staff as they exit this property from the driveway near Bamboo Street, we proposed to realign the fence to allow greater visibility. Exhibit 3 (enclosed) shows the existing fence and the proposed realignment.

Staff solicited and received three quotes from fencing contractors which are summarized in the table below:

<i>Fence Contractor</i>	<i>Quote Amount</i>
Econo Fence, Inc.	\$8,448.00
ACE Fence Company	\$14,200.00
A-1 Fence Company	\$17,275.00

Econo Fence, who has done work for the District in the past, provided the lowest quote, which is enclosed for your consideration. In conjunction with the work that Econo Fence will be performing, staff plans to paint the perimeter fence and also modify the block wall near the driveway to further improve visibility.

***Recommendation***

Staff recommends that the Board authorize the General Manager to proceed with the work as quoted by Econo Fence, Inc. for a not to exceed price of \$9,350.00 (includes contingency).

***Fiscal Impact***

The District's 2019 Amended Budget appropriates \$48,100 for General Plant Maintenance and Repair. The year to date balance for this expense category is approximately \$28,000. The cost of the fence removal and installation will be within the Budget appropriation.

If you have any questions on the information provided, please feel free to contact me.

Respectfully Submitted,

*Greg B. Galindo*

General Manager

***Enclosure(s)***

- Exhibit 1 - Main Street Reservoir Site access points
- Exhibit 2 – Main Street Reservoir Site driveway closest to Bamboo Street
- Exhibit 3 – Proposed fence realignment
- Quote from Econo Fence

# Main St. Entrances

Exhibit 1

## Legend

 Entrances to Main St. Property

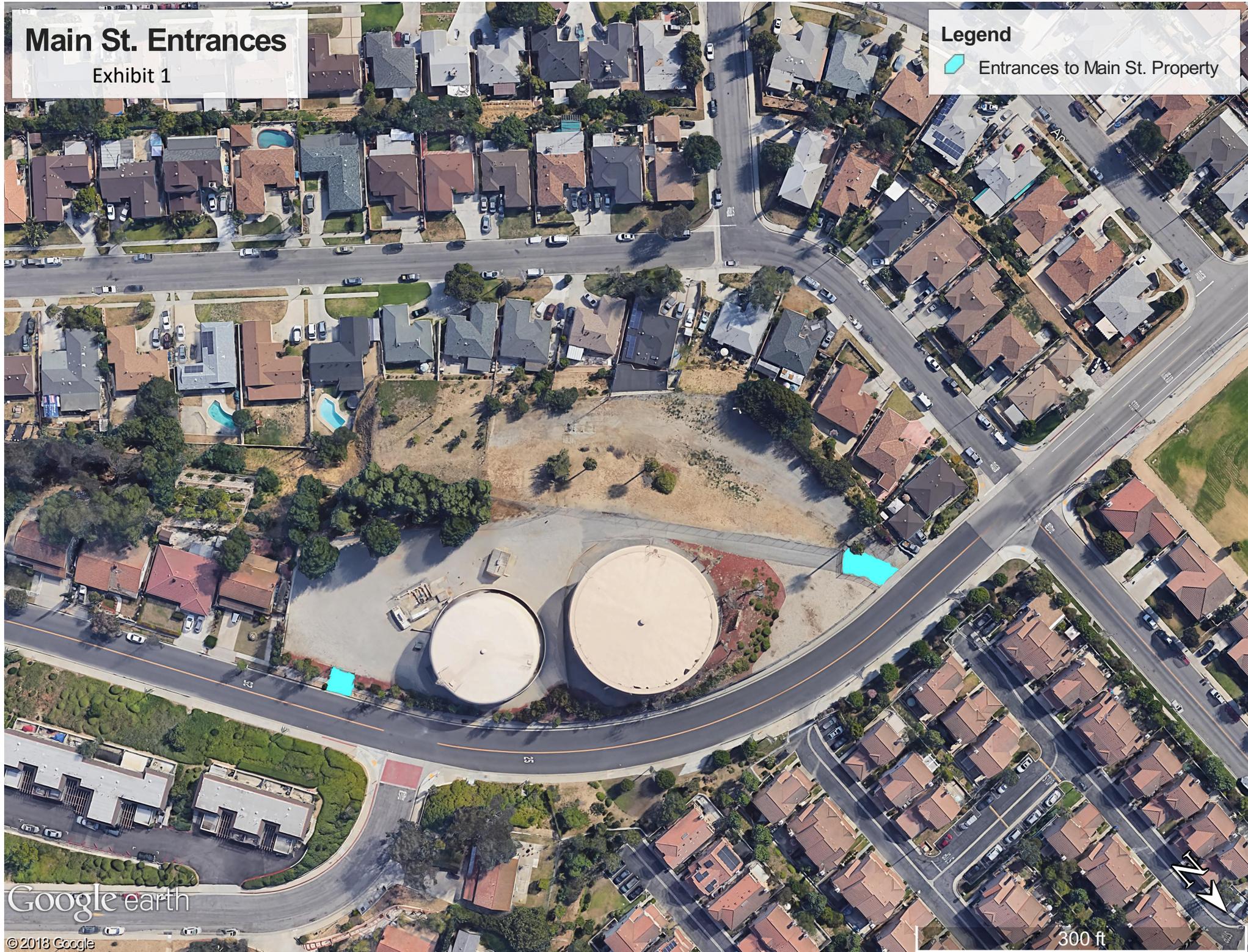
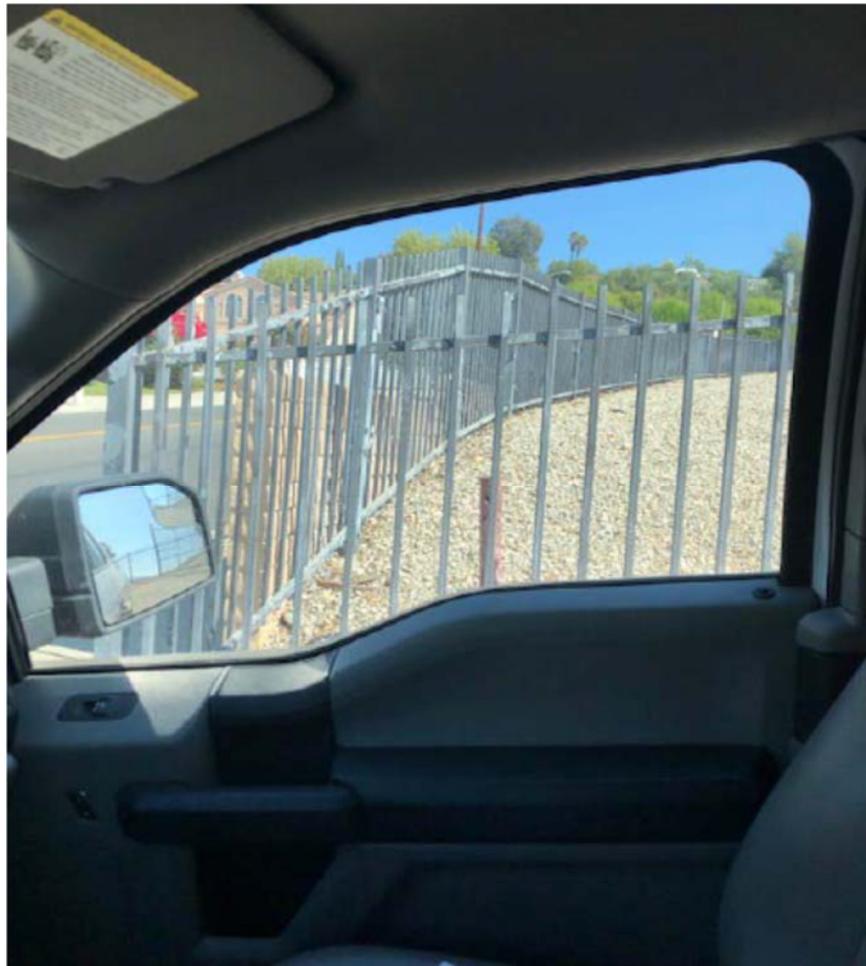


Exhibit 2



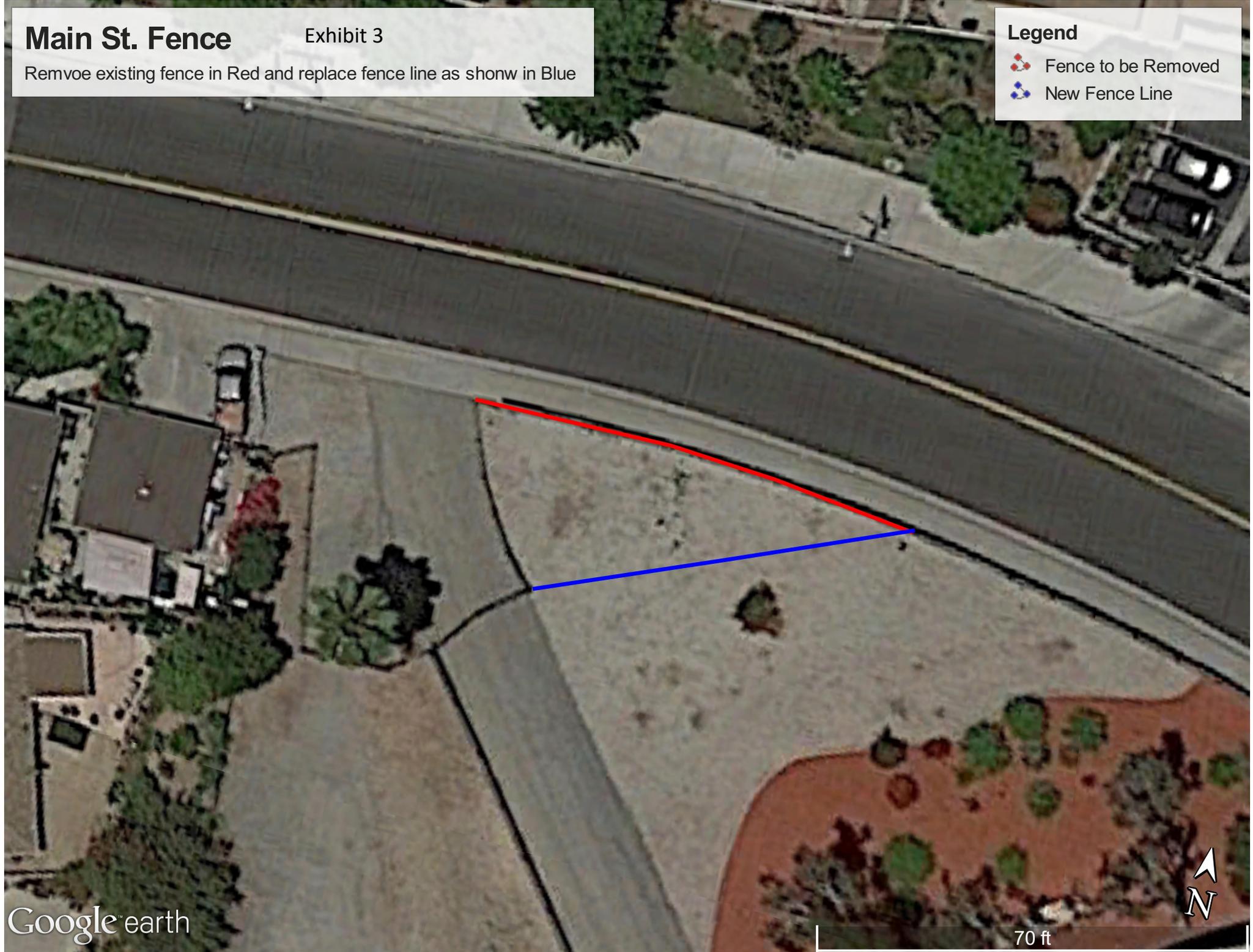
# Main St. Fence

Exhibit 3

Remove existing fence in Red and replace fence line as shown in Blue

## Legend

-  Fence to be Removed
-  New Fence Line



# Econo Fence Inc.

5261 PEDLEY ROAD, RIVERSIDE, CA 92509

PH: (951) 685-5000 • FAX: (951) 360-8685

LICENSE NO. 337734 (Exp. 9-30-19) DIR # 1000001395

REVISED

BID FORM

9/23/2019

Reservoir @16220 Main Street Fence Relocation

1

DATE

PROJECT

NO. OF PAGES

<b>CONTACT: BOB FINCH - ESTIMATOR</b> <b>PHONE:</b> (951) 685-5000 Ext. 106 <b>FAX:</b> (951) 360-8685 <b>E-MAIL:</b> <a href="mailto:bfinch@econofenceinc.com">bfinch@econofenceinc.com</a>	<b>TO:</b> La Puente Valley Water District <a href="mailto:kbowman@lapuentewater.com">kbowman@lapuentewater.com</a> <b>ATTENTION:</b> Keith R. Bowman																													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">PLANS</td> <td style="width: 15%;">YES <input checked="" type="checkbox"/></td> <td style="width: 15%;">NO <input type="checkbox"/></td> </tr> <tr> <td>SPECS</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> <tr> <td>UNION/PLA/PSA</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> <tr> <td>INSTALLED</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> <tr> <td>TAX INCLUDED</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> <tr> <td>PREVAILING WAGE</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> <tr> <td>PHONE-FAX-WALK-EMAIL</td> <td>YES <input checked="" type="checkbox"/></td> <td>NO <input type="checkbox"/></td> </tr> </table>	PLANS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	SPECS	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	UNION/PLA/PSA	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	INSTALLED	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	TAX INCLUDED	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	PREVAILING WAGE	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	PHONE-FAX-WALK-EMAIL	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<p style="text-align: center; font-weight: bold;">Bonds Available at Rate of 1.5 - 2.0%</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SBE CERTIFICATION</td> <td style="width: 40%;">#1585500</td> </tr> <tr> <td>DVBE/WBE/MBE</td> <td>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></td> </tr> <tr> <td>ADDENDUMS NOTED</td> <td>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></td> </tr> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">NONE</td> </tr> </table>	SBE CERTIFICATION	#1585500	DVBE/WBE/MBE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	ADDENDUMS NOTED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	NONE	
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ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENTION
RFQ	REMOVE approximately 130lf (+/-) of existing 6ft Oranamental Iron Fence and posts. Set new posts and weld existing panels to new posts. COLD Galvanize all welds. Finish painting by others.  Unused materials to be left on job site	105LF +/-	L/S	\$8,448.00

NOTE: PRICES GOOD FOR: "30 DAYS" AND ONLY IF AVAILABLE AT THE TIME ORDER IS PLACED.

<p><u>CLARIFICATIONS:</u></p>	Terms: Each "Bid Form-Proposal:" is included in the Agreement/Contract related upon signature(s). We are allowed to preset our post(s), where occurs, before any concrete is installed. Sleeves provided by Econo and properly set by others. V-track for slide gates supplied by Econo and properly set by others. Special order material is non-refundable. P & P Bonds are paid direct or as a change order. Bond change orders are paid with the first months billing (no retention). <i>All Contracts &amp; P.O.'s that are change orders to Contractor must be paid through the month of work completion, and not at the end of the project.</i>
<p><u>EXCLUSIONS:</u></p>	Clearing, Grading, Surveying, Removals (Unless noted), Core-Drilling, Underground Utility Repairs, Mow Strip, Concrete Ribbon, Bonds, Permits, Spoil Removals, Angle and I-Beam Supports, Conduits, Wiring, Engineering/Calculations, Temp. Fence, Knox Boxes, Signs, All Elec. Grounding, Traffic Control, Gate Motors. (Unless noted otherwise) Builders Risk & Excessive Liability Insurance excluded., All SWPPP, Pollution Liab., Wharf & Railroad Ins. & other insurances pertaining to LEED. <i>Special Ordered Material Is Non-Refundable. Fingerprinting costs excluded, EFL has mail acct. # @ n/c</i>

# Memo



To: Honorable Board of Directors  
From: Roy Frausto, Engineering & Compliance Manager  
Meeting Date: October 14, 2019  
Re: Engineering & Compliance Report – September 2019

## CAPITAL PROJECTS

1. LPVCWD Recycled Water Project
  - Staff will be providing a verbal update on the status of the project during the October 14, 2019, Board Meeting.
2. LPVCWD PVOU IZ Project and SZ-South Project
  - Staff continues to review and provide comments on design/material submission packages pertaining to the IZ and SZ plant.
  - Recent construction activity of the IZ plant includes installation of reinforcement steel of the LGAC foundation, installation of electrical conduit, and construction of containment wall.
3. LPVCWD Nitrate Treatment Project
  - Staff provided Service Order No.1 under the Master Professional Services Agreement with Geosyntec Consultants on October 2, 2019. A kick off meeting has been scheduled for October 15, 2019.

## DEVELOPMENTS

1. LPVCWD: 333 Hacienda Blvd. (Old Kmart) – Staff received a will serve letter request to support a proposed industrial warehouse building requiring (2) two 2-inch meters and one 8-inch fire service. Staff provided information regarding previous water services, existing waterlines and abandoned fire service locations.
2. LPVCWD: 16019 Central Avenue – Staff received a request for the installation of one ¾-inch and four 1-inch services new services. Staff has provided an estimate; no deposit has yet been received.
3. LPVCWD: Star Theatre Property (22 Condo Development) – The demolition of the existing building began the week of June 17, 2019. Currently, the building is completely demolished. From previous correspondence with the developer, the development plan is to construct 22 condos.
4. LPVCWD: 15921 Sierra Vista Court – It is anticipated that a request to construct 5 water services in support of a 5-unit development will be submitted in the near future. No activity.
5. LPVCWD: 15485 E Valley Blvd (Old Pizza Hut) – Staff installed a new 2-inch service and retrofitted an existing 1-inch service on August 13, 2019. It has been confirmed that the new building will be a Chipotle restaurant.
6. CIWS: 365 ½ S 4<sup>th</sup> Ave. – Staff received a request for the installation of a new one 1-inch service to accommodate new construction of an ADU. Staff provided a cost estimate for the install on June 11, 2019.

7. CIWS: 162 S 3<sup>rd</sup> Ave: - Request for information was received from an engineering firm for substructure maps in support of a field survey. Development of property is unknown at this time.
8. CIWS: 13629 Don Julian Rd. - Staff received a revised request for the installation of two (2) 1.5-inch service, one (1) 4-inch fire service, one (1) 1-inch irrigation service to accommodate construction of two new buildings. Staff installed all four services during the week of October 7<sup>th</sup>.

#### SPECIAL/OTHER PROJECTS

1. LPVCWD: La Puente Park – City and District staff met on September 23, 2019, to discuss the specifics of the City’s request for the District to install approximately 550 feet of 6-inch waterline along with a new 4-inch backflow prevention device and necessary appurtenances. As a result, staff provided a draft estimate letter to the City on October 3, 2019, for review and comment.
2. LPVCWD: 8-inch Valve Insertion – An 8-inch valve insertion was installed near the intersection of Main St. and Azusa Ave. on September 24, 2019.
3. LPVCWD: SAMS Water Quality Compliance Software – Staff partnered with SAMS Water Quality to host a District water quality database and to optimize monthly compliance reporting. Staff is working with SAMS to finalize the automated reporting and mapping functions.
4. LPVCWD: Nitrate Levels – Provided as **Enclosure 1** is a table of the current Nitrate levels at the District’s well field.
5. LPVCWD: Well 2 & 5 Electrical Service Analysis – Staff received a letter from EPA with respect to increase pumping at Well #2 to increase removal of contaminant mass from the aquifer.
6. LPVCWD: AWIA – Staff has provided a staff report and will also provide a presentation with respect to the required effort to comply with the America’s Water Infrastructure Act.
7. CIWS: Lead & Copper – Staff coordinated and completed the triannual lead and copper sampling for the CIWS system. Results were reported to the DDW and letters with respective results were provided to all participating customers.
8. LPVCWD & CIWS: Water Quality Sampling – Per- and polyfluoroalkyl substances (PFAS) samples were taken at the District’s Well Field (Well 2 & 3), SP-6 (TP Effluent), CIWS Well 5 and at the Lomitas Reservoir. In addition, a PFAS Frequently Asked Questions (FAQs) document (**Enclosure 2**) was drafted to provide customers answers with respect to common PFAS questions.

#### *Enclosures*

- *Enclosure 1: September - October 2019 Nitrate Levels*
- *Enclosure 2: PFAS FAQ’s*



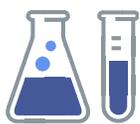


# PFAS FAQs

## Where Are PFAS Found?

PFAS are man-made contaminants that are found in thousands of products that are used daily, including our shampoo, clothing, cleaning products, food wrappers, non-stick cookware, firefighting foam and carpet. While consumer products are a large source of exposure to these chemicals for most people, drinking water has become an increasing concern due to the persistence and tendency of these chemicals to accumulate in groundwater.

Most people worldwide have measurable amounts of PFAS in their blood and are typically exposed to PFAS through eating food grown in contaminated water/soil or consuming food from packaging that contains PFAS; breathing air with dust particles from contaminated soil, upholstery, clothing; inhaling fabric sprays containing PFAS; or drinking contaminated water. PFAS are called “forever chemicals” because they are made to repel water and are challenging to remove.



## How Does PFAS Get Into Our Water?

Water districts do not put these chemicals into the water, but over time trace amounts may enter waterways through manufacturing, landfills and wastewater discharge.

## How is PFAS in Water Treated?

If detected, there are several ways PFAS can be treated and removed from water:

- **Treatments:** Granular activated carbon, ion exchange resin or reverse osmosis/nanofiltration
- **Removal:** Remove affected supply from service
- **Blending:** Blend affected water with other unaffected supplies

## PFAS TIMELINE

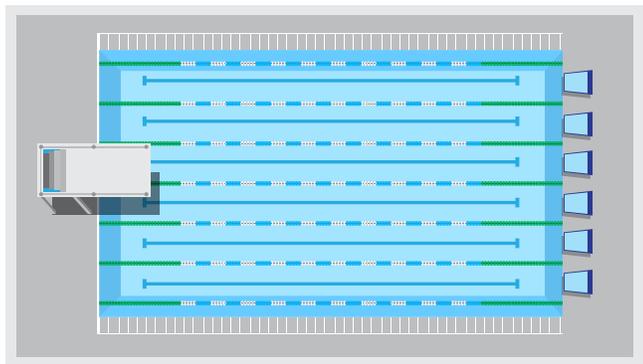
1940s	PFAS were developed.
1950s–60s	Products with PFAS gain popularity; more than 4,500 different kinds of PFAS.
2000s	US EPA voluntarily phases out PFAS and PFOA; however, these chemicals are still used in products manufactured in other countries.
2016	EPA publishes new Lifetime Health Advisory recommending PFOA and PFOS in drinking water, either individually or combined, should not be greater than 70 ppt.
2017	EPA conducted PFAS sampling of several water sources in the San Gabriel Valley area, including the La Puente Valley County Water District’s (LPVCWD) sources; No PFAS chemicals detected in LPVCWD’s sources.
2018	Following EPA advisory, CA DDW establishes interim levels and phased approach to investigating.
2019	CA DDW issues testing orders to 200 water systems and 612 well monitoring orders for areas, such as airports with fire training and response areas, and municipal solid waste landfills, that were identified as the most susceptible to this type of contamination. LPCVWD’s water supply sources were not identified as susceptible to PFAS contamination; no testing is required.
2019	CA DDW lowers notification levels by more than half to 6.5 ppt for PFOS and 5.1 ppt for PFOA. LPVCWD will voluntarily and proactively sample water in the coming month.

## How Do We Monitor Our Water for PFAS?

In California, the State Division of Drinking Water (DDW) has a “notification level” and a “response level” for water agencies. LPVCWD follows these guidelines for notifying our customers and other stakeholders. PFAS regulations in CA are the most rigorous in the US; each state is in charge of setting its own levels.

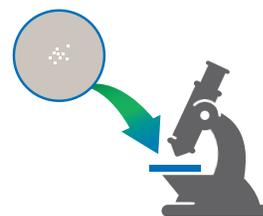
**Notification Level (NL):** Requires a water agency to notify government officials when PFAS in the water exceeds the set NL. In California, the NL for PFOA is 5.1 ppt; the NL for PFOS is 6.5 ppt.

**Response Level (RL):** Requires agencies to take action for readings above 70 ppt for PFOS and PFOA individually or combined. The DDW recommends that the water agency remove the source from service or provide treatment if it exceeds that amount.



### A PART PER TRILLION

= a microscopic measurement for something in the water and is equal to a few grains of sugar in an Olympic-size swimming pool

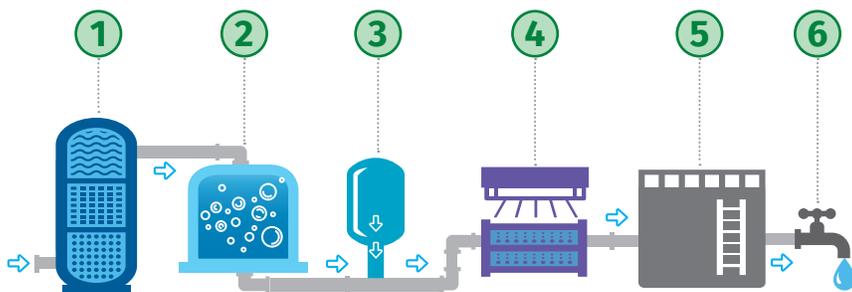


## How are LPVCWD Customers Notified When PFAS is Found in the Water?

If PFAS was found in our water and registers above the state’s notification levels when we sample it, we transparently communicate this information with our customers through LPVCWD’s annual Consumer Confidence (Water Quality) Report as well as our Agency’s website and newsletter and/or bill stuffers.

In addition, this information is provided to the state’s Division of Drinking Water, LPVCWD’s governing board, the La Puente City Council, and the Los Angeles County Board of Supervisors within 30 days of official results from the certified testing laboratory.

## HOW WE TREAT YOUR WATER



1. Air Stripping Towers remove VOCs to below detection levels.
2. A single pass ion exchange system uses resin specifically manufactured to remove perchlorate.
3. A hydrogen peroxide injection system injects hydrogen peroxide in preparation for the UV reactors.
4. UV reactors treat for NDMA and 1, 4-Dioxane.
5. Water exiting the facility is chlorinated to provide a disinfectant residual in the water system.
6. Treated water then enters the water system and is delivered to your home.



### MORE INFORMATION



LPVCWD’s General Manager Greg Galindo at (626) 330-2126.

[LaPuenteWater.com](http://LaPuenteWater.com)



[epa.gov/pfas](http://epa.gov/pfas)

[waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/PFOA\\_PFOS](http://waterboards.ca.gov/drinking_water/certlic/drinkingwater/PFOA_PFOS)

[fda.gov/food/chemicals/and-polyfluoroalkyl-substances-pfas](http://fda.gov/food/chemicals/and-polyfluoroalkyl-substances-pfas)



# Upcoming Events



To: Honorable Board of Directors

Date: 10/14/19

Re: Upcoming Meetings, Conferences and Community Events for 2019

Day/Date	Event	<u>Barajas</u>	<u>Escalera</u>	<u>Hastings</u>	<u>Hernandez</u>	<u>Rojas</u>
Thursday, October 17, 2019	SCWUA – Lunch Meeting	X	X	X		X
Monday – Thursday October 21 – 24, 2019	AWWA CA/NV Annual Fall Conference at the Town and Country Hotel, San Diego, CA.		X			
Thursday, November 14, 2019	SCWUA – Doctor of Water Meeting					
Tuesday - Friday, December 3 - 6, 2019	ACWA 2019 Fall Conference Conference at the Manchester Grand Hyatt, San Diego, CA.					
Friday, December 6, 2019	City of La Puente Holiday Parade. (non-compensable)					
Thursday, December 12, 2019	SCWUA – Christmas Luncheon					
Friday, December 13, 2019	LPVCWD Annual Christmas Luncheon (non-compensable) 12 pm					

Board Meetings typically held on the 2<sup>nd</sup> and the 4<sup>th</sup> Monday of each Month.