

LAS VIRGENES - TRIUNFO  
JOINT POWERS AUTHORITY

AGENDA

CLOSING TIME FOR AGENDA IS 8:30 A.M. ON THE TUESDAY PRECEDING THE MEETING. GOVERNMENT CODE SECTION 54954.2 PROHIBITS TAKING ACTION ON ITEMS NOT ON POSTED AGENDA UNLESS AN EMERGENCY, AS DEFINED IN GOVERNMENT CODE SECTION 54956.5 EXISTS OR UNLESS OTHER REQUIREMENTS OF GOVERNMENT CODE SECTION 54954.2(B) ARE MET.

5:00 PM

JUNE 7, 2010

PLEDGE OF ALLEGIANCE

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at \_\_\_ p.m. by \_\_\_ in the Las Virgenes Municipal Water District and the Clerk of the Board called the roll.

	<u>Present</u>	<u>Left</u>	<u>Absent</u>
<b>Triunfo Sanitation District</b>			
Dennis Gillette	_____	_____	_____
Tom Glancy	_____	_____	_____
Janna Orkney	_____	_____	_____
Linda Parks	_____	_____	_____
Michael Paule, Vice Chair	_____	_____	_____
<b>Las Virgenes Municipal Water District</b>			
Joseph Bowman	_____	_____	_____
Charles Caspary, Chair	_____	_____	_____
Glen Peterson	_____	_____	_____
Lee Renger	_____	_____	_____
Jeff Smith	_____	_____	_____

**2. APPROVAL OF AGENDA**

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and \_\_\_\_\_, that the agenda for the June 7, 2010 meeting be approved as presented/amended.

**3. PUBLIC COMMENTS**

Members of the Public may address the Board on items that do not appear on the agenda; and on items within the jurisdiction of the Board. No action shall be taken on any item not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2.

4. **ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

NPDES Permit Update

5. **ACTION ITEMS**

A Future Joint Powers Authority Regular Meeting Dates

Moved by Director \_\_\_\_, seconded by Director \_\_\_\_, and \_\_\_\_, that the Governing Board of the Joint Powers Authority direct the Administering Agent/General Manager as to the meeting dates for July, August, and September 2010. In observance of the Independence Day holiday, reschedule the July 5, 2010, JPA Regular Meeting to an alternate date; or issue a cancellation notice due to lack of quorum; and opt to hold the August 2, 2010, JPA Regular Meeting; or issue a cancellation notice due to lack of quorum; and in observance of the Labor Day holiday, reschedule the September 6, 2010, JPA Regular Meeting to an alternate date; or issue a cancellation notice due to lack of quorum.

B Proposed Joint Powers Authority Budget for Fiscal Year 2010-11

Moved by Director \_\_\_\_, seconded by Director \_\_\_\_, and \_\_\_\_, that the Joint Powers Authority Board of Directors adopt the proposed budget FY 10/11.

C Request to Consider Wholesale Recycled Water Rate Increase

Moved by Director \_\_\_\_, seconded by Director \_\_\_\_, and \_\_\_\_, that the Joint Powers Authority Board of Directors maintain the current wholesale recycled water at \$289.62 for Fiscal Year 2010/11; and consider adjusting the wholesale recycled water rate annually by an inflation factor.

D Federal Advocacy

Moved by Director \_\_\_\_, seconded by Director \_\_\_\_, and \_\_\_\_, that the Joint Powers Authority Board of Directors review the information contained herein and provide staff with any additional direction pertaining to future JPA federal advocacy efforts.

E NPDES Permit Renewal – Somach Simmons & Dunn Agreement

Moved by Director \_\_\_\_, seconded by Director \_\_\_\_, and \_\_\_\_, that the Joint Powers Authority Board of Directors authorize the Administering Agent/General Manager to execute an agreement with Somach Simmons & Dunn to provide specialized legal support related to the renewal of Tapia's NPDES permit.

6. **BOARD COMMENTS**

7. **FUTURE AGENDA ITEMS**

8. **NON-ACTION ITEMS**

Information Items

(1) Award of Bid: Annual Weed Abatement at Various Facilities

9. **ADJOURNMENT**

**June 7, 2010 JPA Board Meeting**

TO: Board of Directors  
FROM: JPA Administering Agent/General Manager

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**Subject Future Joint Powers Authority Regular Meeting Dates**

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**SUMMARY**

The first Mondays in both July and September 2010 are Regular Meeting dates of the Joint Powers Authority Board of Directors; and are also the official observance days for Independence Day and Labor Day respectively.

Historically, the Triunfo Sanitation District Board of Directors votes to cancel their August Regular Meeting; and when this action is taken by Triunfo, the Joint Powers Authority Board of Directors has opted to cancel their Regular Meeting scheduled for the first Monday of August.

The JPA Regular Meeting locations, which were set by Resolution, are as follows: July 2010: Oak Park Library; August 2010: Las Virgenes Board Room; and September 2010: Oak Park Library. Triunfo Sanitation District previously reserved the Oak Park Library for specific dates in 2010; and alternate dates are not always available due to scheduling conflicts.

**RECOMMENDATIONS**

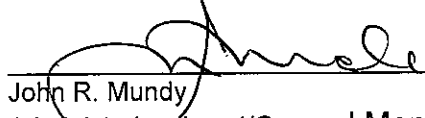
The Governing Board of the JPA to direct the Administering Agent/General Manager as to the meeting dates for July, August, and September 2010.

- In observance of the Independence Day holiday, reschedule the July 5, 2010, JPA Regular Meeting to an alternate date; or issue a cancellation notice due to lack of quorum; and
- Opt to hold the August 2, 2010, JPA Regular Meeting; or issue a cancellation notice due to lack of quorum; and
- In observance of the Labor Day holiday, reschedule the September 6, 2010, JPA Regular Meeting to an alternate date; or issue a cancellation notice due to lack of quorum.

**FINANCIAL IMPACT**

None.

Kimmy Conklin, Executive Assistant/Clerk of the Board prepared this report.

  
\_\_\_\_\_  
John R. Mundy Date 5/11/10  
Administering Agent/General Manager

5A

**June 7, 2010 Joint Powers Authority Meeting**

TO: Boards of Directors

FROM: Finance and Administration

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**Subject: Proposed Joint Powers Authority Budget for Fiscal Year 2010-11**

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**SUMMARY**

The proposed Joint Powers Authority Budget for FY10-11 is presented at the meeting for adoption. The Boards previously reviewed the preliminary budget on May 17, 2010. The only significant change is that the recycled water rate will remain the same as the current year, at \$289.62 per acre foot, as opposed to a lower amount in the preliminary budget.


The proposed operating budget for FY 10-11 is \$14.6 million, which is higher than the adopted budget for FY09-10 is due anticipated increases in operating expenses.

The proposed capital projects budget for FY10-11 is \$5.2 million, which is a lower than the current budget due to a smaller capital project program.

**RECOMMENDATION**

Adopt the proposed budget for FY 10-11.

Sandra Schmidt prepared this report.

  
\_\_\_\_\_  
John R. Mundy      6/1/10  
Administering Agent General Manager      Date

5B

**June 7, 2010 JPA Board Meeting**

TO: Boards of Directors  
FROM: Administering Agent/General Manager

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**Subject: Request to Consider Wholesale Recycled Water Rate Increase**

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**SUMMARY**

On May 17, 2010, the JPA Board discussed an item on the agenda to consider increasing the wholesale recycled water rate. No decision was made at the meeting. The Administering Agent/General Manager is presenting the following recommendation for the Board's consideration.

**RECOMMENDATIONS**

- Maintain the current wholesale recycled water at \$289.62 for Fiscal Year 2010/11.
- Consider adjusting the wholesale recycled water rate annually by an inflation factor.

**FINANCIAL IMPACT**

Based on estimated sales of 6,160 acre-feet recycled water total income for FY 2010/11 is expected to be \$1,747,603. This will generate an additional \$57,240 primarily due to a projected increase in sales over FY 2009/10.

**DISCUSSION**

The wholesale recycled water rate for fiscal year 2009/10 was \$289.62. The preliminary JPA budget estimated the rate for fiscal year 2010/11 to be \$246.57. Maintaining the rate at \$289.62 for FY 2010/11 provides the JPA additional income that can be used to cover costs.

As stated at the May 2010 JPA meeting the wholesale recycled water rate recovers the costs of operating the recycled water system. However, any portion of revenue exceeding operating costs can be used to help offset capital expenditures for recycled water replacements and improvements. Currently, funding of capital replacement and improvement costs are provided by cash contributions from the JPA partners based on annual budget requirements. Adjusting the rate annually by an inflation factor will allow the recycled water rate to maintain its value in relationship to wholesale potable water cost and provide additional revenue for capital cost.

  
\_\_\_\_\_  
John R. Mundy Date 6/1/10  
Administering Agent/General Manager

5C

## June 7, 2010 JPA Board Meeting

TO: Boards of Directors  
FROM: Administering Agent/General Manager

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Subject: Federal Advocacy Follow-Up

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### SUMMARY

At the May 17, 2010 JPA Board meeting the Board approved cancellation of the contract with Patton Boggs LLP, effective July 1, 2010; and directed the Administering Agent/General Manager to obtain a time and materials quotation from Patton Boggs to continue with advocacy through the FY 2011 federal budget cycle.

### RECOMMENDATION

- Review the information contained herein and provide staff with any additional direction pertaining to future JPA federal advocacy efforts.

### DISCUSSION

As directed, the Time and Materials Disbursement Estimate has been provided by Patton Boggs LLP. There are four areas presented in the proposal that warrant consideration by the JPA Board. The other items in the proposal relate only to Las Virgenes. These include:

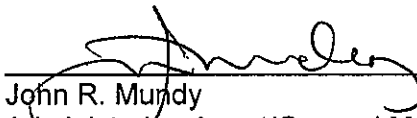
- (a) FY 2010 WRDA amendments (40-70 hours). This time is for providing follow up on the recycled water reservoir funding request to Senators Boxer and Feinstein through the committee process. Based on comments related to the tentative 2010 Tapia permit there is a good chance the JPA will be required to conduct a seasonal storage recycled water reservoir study.
- (b) FY 2011 appropriations request (40-70 hours). This time is to pursue both WRDA and appropriations request as part of the FY 2011 federal budget development process this year. An additional 40 hours would be needed if delegations are made to pursue both WRDA and appropriation requests. Estimated total hours for these items are 110.
- (c) Bureau of Reclamation and EPA Grants (20 hours). This time is for assistance to the JPA in developing and submitting grant requests.
- (d) NPDES Permit (10 hours). This time is for assistance, if necessary, during the 2010 Tapia NPDES Permit renewal process.

Whether the JPA uses Patton Boggs or some other federal advocacy firm there is a need for some level of funding advocacy through the remaining portion of 2010 and possibly into 2011. Furthermore, should the JPA be **required** to focus more on recycled water storage, having a federal presence over the next several years will place the JPA in a more advantageous position to obtain federal funding over completely terminating all advocacy efforts.

5D

**FINANCIAL IMPACT**

Based on the estimated hours provided and the hourly rate of \$460 the cost to the JPA could range from \$50,600 (110 hours, no time included for delegations) to \$96,600 (210 hours). The cost for these same services under the contract just terminated would have been \$57,000 through December 2010.

  
\_\_\_\_\_  
John R. Mundy Date 6/1/10  
Administering Agent/General Manager

June 1, 2010

Russell V. Randle  
202-457-5282  
RRandle@pattonboggs.com

VIA ELECTRONIC TRANSMISSION

John R. Mundy  
General Manager  
Las Virgenes Municipal Water District  
Managing Agent  
Las Virgenes Municipal Water District –  
Triunfo Sanitation District Joint Powers  
Authority  
4232 Las Virgenes Road  
Calabasas, CA 91302-1994

Re: Requested Time and Disbursements Estimate

Dear John:

This letter responds to your request for a time and disbursements estimate for my firm to continue to provide federal relations services on a project-by-project basis. The estimate is provided for consideration by the LVMWD-TSD Joint Powers Authority (JPA), as well as to LVMWD if the JPA does not wish to continue its work with us. We have thoroughly enjoyed working with you and your colleagues; you have all been both highly professional and very gracious.

As matters currently stand, the JPA Board has terminated our services pursuant to the contract, effective on June 30, 2010. Unless our representation is extended by the JPA or LV on some basis before that date, we will be required by the Lobby Disclosure Act to file the appropriate paperwork with the House and Senate to withdraw from such representation in early July.

We are pursuing several ongoing efforts for the JPA, including pending WRDA amendments, appropriations, pending appropriation request for the Twin Lakes project, Bureau of Reclamation grants, and advice on the renewal of the NPDES permit. Additionally, recent action to amend the Safe Drinking Water Act and its monitoring requirements may be of interest, as well advice on other regulatory issues. This letter provides estimates of the hours and disbursements needed to continue to pursue specific projects. We are willing to pursue all, some, or one of these efforts as the JPA (or LV) determines is most appropriate.



John R. Mundy  
June 1, 2010  
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**I. Water Resources Development Act Amendments (WRDA).**

On the JPA's behalf, Congressmen Waxman and Sherman have already submitted a timely request to the House Transportation and Infrastructure Committee for statutory authority to plan and construct a recycled water reservoir to handle Tapia's recycled water in the off-season. The Senate Environment and Public Works Committee (EPW) recently requested Senators' project requests on the same legislation. We submitted similar project authorization requests, this time for LVMWD alone, to both of Senators Boxer and Feinstein. As Senator Boxer is the chair of the EPW committee, we think there is a reasonable chance of success with this request.

We expect the House and Senate committees each to come forward with bills this year. If the recycled water reservoir project is to have a reasonable chance of success in getting federal authorization, either this year or next year, the project needs to be in at least one of these committee bills. It is too early to forecast the chances of final legislation, particularly until we learn whether there will be a lame duck (post-election) session of Congress.

As I have previously reported, Congressman Waxman has expressly declined to sponsor separate Title XVI legislation to help authorize the Bureau of Reclamation to support such projects for the JPA. Senator Boxer's staff has recommended the WRDA approach because of her committee jurisdiction. Senator Feinstein is opposed to authorizing most new water projects until the funding backlog is substantially reduced, so we need Senator Boxer's help if we are going to get a new project authorization through the Senate either for the JPA or for LVMWD alone.

Tom and I estimate forty additional hours of attorney time for this project for the second half of this year; our reduced rate for the JPA or LVMWD is \$460 per hour. If the JPA decides to send a delegation to lobby on this subject, the cost would increase by another thirty hours of attorney time. We would bill you for our out-of-pocket disbursements for items such as travel to Calabasas if the JPA deems it appropriate to make a report in person, cabs to Capitol Hill, copying, and for similar actual expenses. We estimate that disbursements will be less than \$3,000 for the last six months of 2010 unless the JPA requests me or Tom to make more than one trip back to Calabasas for a briefing.

If we are successful in obtaining this authorization, we would be willing to assist you at the same hourly rate in connection with follow-up appropriations requests to fund the authorized project.

John R. Mundy  
June 1, 2010  
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## **II. FY 2011 Energy and Water Resources Appropriation Bill.**

As you know, Congressman Sherman has submitted a request to the House Appropriations Committee on LVMWD's behalf for the Twin Lakes project, in the sum of \$675,000. This request is shown on Congressman Sherman's website. The Energy and Water Resources Appropriations Bill should be brought before the subcommittee and full committee before the start of the August recess. By the time of full committee action, we will know whether Congressman Sherman's request is included in the bill. We estimate up to twenty hours of attorney time through this period. If the request is not included in the full committee bill, the effort would stop at that point, as the odds are long against inserting a project in the bill after that time.

If the effort to include the project request in the House Committee bill succeeds, and survives efforts to remove such projects on the House floor, the resulting bill will have to be reconciled with the Senate Energy and Water Appropriations bill, which will not include the project. Alternatively, the House bill may be used as the basis for an omnibus appropriation if the Senate does not finish its work on the Energy and Water Appropriations bill. We estimate that up to another twenty hours of attorney time will be needed through this period, and up to fifty hours of attorney time if the JPA (or LV) determines that it is productive to send a delegation to lobby in September or in a lame duck session. If the appropriation request is successful, we would be pleased to assist you in working with EPA to assure that its overhead charges to administer this grant are not excessive and that the cooperative agreement between LV and EPA is satisfactory.

## **III. Bureau of Reclamation Grant Efforts.**

As you recall, we assisted the JPA last year in its successful efforts to obtain new grants under the Bureau of Reclamation's WaterSMART program, grants totaling around \$1.9 million. The funding for this grant came from the 2009 stimulus bill. We have provided you information on additional grant opportunities from the Bureau as well as from EPA. We estimate that this effort may take up to twenty more attorney hours this year, depending on the JPA's and LV's desire to pursue such grants.

## **IV. NPDES Permit Advice.**

I understand that the JPA is currently negotiating its NPDES permit renewal with the Regional Water Quality Control Board. To the extent you wish me to provide advice, I will be happy to provide it at the quoted rate, which is substantially below the current rate for my new clients. If you need for me to make an appearance to represent the JPA in these proceedings, we will need to execute a separate retention agreement with the JPA in order to comply with my firm's requirements for appearances in contested administrative proceedings.

John R. Mundy  
June 1, 2010  
Page 4

#### **V. New Drinking Water Legislation.**

The House Energy and Commerce Committee voted out new drinking water legislation late in May, requiring EPA to determine during the next few years what additional emerging contaminants require regulation, including costly monitoring. These include many substances including pharmaceuticals which are also a concern for the JPA in connection with its NPDES permit. We can assist you with this legislation at the quoted hourly rate if this topic proves is of sufficient interest.

If there are specific aspects of the adopted requirements which you and your colleagues find problematic, we can seek to raise them with Congressman Waxman, the chair of this Committee, and ask him to correct these problems with a floor manager's amendment or in conference. Time is of the essence; if LV is interested in having us pursue this issue, please let us know as soon as possible and we will give you a more detailed outline of the work to be done and its likely cost.

#### **VI. Other Regulatory Issues.**

From time to time, we have provided advice to the JPA staff on regulatory or grant issues concerning EPA and the Corps of Engineers. We remain willing to do so at the quoted hourly rate. These issues have recently included, among others:

- the terms of the 1980s EPA grant and whether those terms could be adjusted to accommodate a new use for the property acquired with that money;
- questions concerning wetlands jurisdiction; and
- potential takings claims against the United States for the volume of water discharged to help maintain the steelhead during drought periods.

While future regulatory issues are unpredictable, we expect action on emerging contaminants such as pharmaceuticals from EPA in the next eighteen months, an immediate concern to the JPA. We also expect oil pollution legislation to move forward this year or next, and for there to be action on the Toxic Substances Control Act (TSCA) by both EPA and by Congress in the next eighteen months. While water recycling and drinking water are not ordinarily the focus of oil pollution and TSCA legislation, the JPA's regulation of the discharge of fats, oils and grease (FOG) may be affected by Oil Pollution Act (OPA) amendments. Similarly, the TSCA revisions can have unexpected effects on water infrastructure, as occurred when EPA took action under TSCA to ban certain adhesives and joining compounds commonly in use in repairing municipal water system piping.

John R. Mundy  
June 1, 2010  
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We are closely following the OPA legislation, on which I have written a book for the Environmental Law Institute, and are also closely following the developments under TSCA for several other clients. If these issues are of interest to the JPA or LV, please let me know what additional information or estimate you would find helpful.

### Summary

To summarize, we are willing to provide our services on a time and disbursement basis and provide you the following time estimates on these projects:

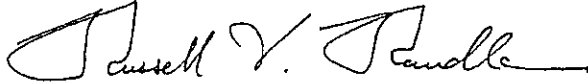
- (a) 2010 WRDA amendments, 40 hours of attorney time, and up to 70 hours if a delegation comes to lobby;
- (b) FY2011 appropriations requests, 40 hours of attorney time, and up to 70 hours if a delegation comes to lobby. (If the JPA or LV chooses to pursue *both* the WRDA authorization and the appropriations matter, and sent a delegation to help lobby in Washington, the incremental additional attorney time would be about forty additional attorney hours, not sixty.);
- (c) Bureau of Reclamation and EPA Grant Advice, up to 20 hours of attorney time;
- (d) NPDES permit, up to ten hours of attorney time, as requested;
- (e) New drinking water legislation, the level of effort to be determined in discussions, if requested by LV or the JPA;
- (f) Additional legislative or regulatory advice, to be determined in discussions, if such assistance is requested by LV or the JPA.

For 2010, the attorney rates for Tom, me and Phil Bangert would all be the same on these projects, \$460 per hour. To the extent we use other professionals to help with more routine aspects of this effort, their lower rates would be used. To the extent specialists in other disciplines here at this firm are consulted, we will discuss their rates with you before using their assistance if their rates are higher than mine. Disbursements would be capped at \$3,000 for the second half of 2010 unless the JPA or LV request more than one trip back to Calabasas to brief the board or staff.

John R. Mundy  
June 1, 2010  
Page 6

I hope this estimate and the explanation are responsive to your request. It has been a pleasure to work with you and your colleagues and I hope that we may continue to do so. Best regards.

Sincerely,

A handwritten signature in cursive script that reads "Russell V. Randle". The signature is fluid and includes a long horizontal flourish at the end.

Russell V. Randle  
Partner

rvt:rvt

**June 7, 2010 JPA Board Meeting**

TO: Board of Directors  
FROM: Facilities and Operations

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**Subject: NPDES Permit Renewal  
Somach Simmons & Dunn Agreement**

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**SUMMARY**

Somach Simmons & Dunn provided specialized legal support during the last NPDES permit renewal cycle for Tapia in 2005. Their services are needed again during this permit renewal cycle. Roberta L. Larson will be the JPA's primary contact.

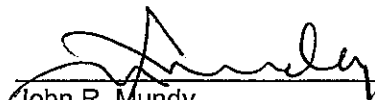
**RECOMMENDATION**

Authorize the Administering Agent/General Manager to execute an agreement with Somach Simmons & Dunn to provide specialized legal support related to the renewal of Tapia's NPDES permit.

**FINANCIAL IMPACT**

These support services will be funded from the JPA operating budget. Although it is uncertain at this time what the full impact will be, \$25,000 to \$35,000 is anticipated.

David R. Lippman, Director of Facilities & Operations, prepared this report.

  
\_\_\_\_\_  
John R. Mundy  
Administering Agent/General Manager

  
\_\_\_\_\_  
Date



**SOMACH SIMMONS & DUNN**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814

OFFICE: 916-446-7979 FAX: 916-446-8199

SOMACHLAW.COM

May 24, 2010

John Mundy, General Manager  
Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302

Re: Attorney-Client Fee Contract

Dear Mr. Mundy:

This document (“agreement”) is the written fee contract that California law requires lawyers to have with their clients, pursuant to Cal. Business and Professions Code, section 6148. Somach, Simmons & Dunn, A Professional Corporation (“we” or “us”), will provide services to Las Virgenes Municipal Water District (“LVMWD” or “you”) on the terms set forth below.

1. **CONDITIONS.** This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement.
2. **SCOPE OF SERVICES.** You are hiring us as your attorneys, to represent or advise you in connection with the renewal of the NPDES permit for the Tapia Water Reclamation Facility. We will provide those legal services reasonably required and requested to represent and advise you on the described matter, and on other related matters that you subsequently request and we agree to undertake on your behalf. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. We will communicate to LVMWD through **David Lippman** unless we are instructed otherwise. **Roberta L. Larson** will be the principal attorney in charge of your matter. From time to time other attorneys in this firm will support our efforts. Unless you and we make a different agreement in writing, this agreement will govern all future services we may perform for you.

3. **CLIENT'S DUTIES.** You agree to cooperate with us and be reasonably available to confer with us upon request, to keep us informed of developments and to disclose to us all facts and circumstances of which you are aware which may bear upon our handling of the matter. You agree to provide us with such documents and information as you may possess relating to the matter, to abide by this agreement, to pay our bills on time, and to keep us advised of your address, telephone number and whereabouts.
4. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. We record our time, and will bill you, to the nearest one-tenth hour. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. These rates are reviewed and adjusted periodically, but not more frequently than annually. We will send you a proposed revision to our rates before effectuating any adjustment. The revised schedule of rates will apply after each adjustment.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, your general counsel, opposing counsel, experts, consultants, and witnesses. The legal personnel assigned to your matter will confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the matter, and with consultants and other persons who may have information regarding your matter, as required. When they do confer, each of the legal personnel will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

5. **COSTS AND OTHER CHARGES.** We will incur various costs and expenses in performing legal services under this agreement. The cost of normal photocopying, long distance telephone calls, postage and other small miscellaneous expenses as to which individual itemization is impractical are covered and included within our billing rates. All other costs, such as expert consultant and investigation fees, airfare, air charter, mileage at the IRS reimbursement rate, lodging, meals, deposition transcripts, document databasing if requested by you, filing fees, computerized legal research, unusual photocopying and staff overtime, if and to the extent required, are billed directly on a pass-through basis as a cost advanced by us. We generally do not pass through our secretarial



overtime costs unless the overtime is required due to unanticipated time constraints or other urgencies that arise in the matter. In case of significant costs, such as, for example, fees to employ consultants, we will ask that you deposit an estimate of those costs with us.

6. **BILLING STATEMENTS.** Our billings are calculated and submitted on a monthly basis. The billings are accompanied by a computer generated statement setting forth a description of the services performed, the date of the work, the amount of time spent, and the identity of the person performing the work. Each statement will be due and payable upon presentation, and overdue thirty (30) days after the date of billing. Your account is considered current when payment is made within thirty (30) days of the billing date. We will send the original monthly statement to you at the address above, unless you instruct us otherwise.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature. Contrary to our anticipation, if that situation should arise and exist for a period of sixty (60) days, we will ask you for, and you agree to execute, a stipulation allowing us to withdraw as your counsel of record.

7. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, and without cause, by giving us written notice of termination. We may withdraw with your advance written consent, or at any time after having given you written notice and a reasonable period within which to retain the services of other counsel.

When our services conclude, all unpaid charges will become due and payable immediately. After our services conclude, we will, on your request, deliver your file to you, along with any funds or property of yours in our possession.

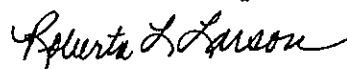
8. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.
9. **COMMUNICATIONS.** We encourage you to contact us at any time you have any question whatsoever concerning our representation of you. Although electronic mail is a convenient and cost-effective method of

John Mundy, General Manager  
Las Virgenes Municipal Water District  
May 24, 2010  
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communicating, it should not be relied upon for time sensitive or mission critical items. Due to conditions beyond our control, Somach, Simmons & Dunn cannot guarantee that electronic mail messages will be delivered on time, or at all.

10. **EFFECTIVE DATE.** This agreement will take effect when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this agreement is for reference only. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

Somach Simmons & Dunn  
A Professional Corporation



By \_\_\_\_\_  
Roberta L. Larson

RLL/mb

Encl. (Schedule of Rates)

I/We have read and understood the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date Somach, Simmons & Dunn, A Professional Corporation, first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this agreement.

LAS VIRGENES MUNICIPAL  
WATER DISTRICT

By \_\_\_\_\_  
John Mundy, General Manager  
4232 Las Virgenes Road  
Calabasas, CA 91302



**SOMACH SIMMONS & DUNN**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814

OFFICE: 916-446-7979 FAX: 916-446-8199

SOMACHLAW.COM

**SCHEDULE OF RATES**

**KEY PERSONNEL:**

Roberta "Bobbi" L. Larson .....\$310.00  
Cassie N. Aw-yang ..... \$205.00

Shareholders	\$215.00 to \$390.00
Associates	\$180.00 to \$205.00
Of Counsel	\$250.00 to \$350.00
Paralegals and Law Clerks	\$120.00 to \$175.00

NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.

(12/09.PUN)

**PRIVILEGED AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATION**

**June 7, 2010 JPA Board Meeting**

TO: Boards of Directors  
FROM: Facilities and Operations

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**Subject: Award of Bid: Annual Weed Abatement at Various Facilities**

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On May 25, 2010, the Las Virgenes Board, as the administering agent, waived the non-attendance by Venco Western Inc. at the bid walk as a minor irregularity and authorized the General Manager to issue a purchase order to Venco Western, Inc. in the amount of \$17,500 for weed abatement services at Tapia, Rancho, Morrison Tank and Headquarters/Reservoir 2 and to Safe and Beautiful Tree Company, Inc. in the amount of \$13,277.77 for weed abatement services at Las Virgenes Reservoir.

**SUMMARY**

Annually, the District must comply with the County of Los Angeles Weed Abatement Division's notice to destroy weeds and to remove brush, rubbish and refuse prior to fire season by June 30th. The work is performed under contract for the District's largest sites, including Tapia Water Reclamation Facility, Rancho Las Virgenes Composting Facility, Las Virgenes Reservoir, Morrison Tank and Headquarters/Reservoir 2. On April 13th, the Board authorized a Call for Bids. Bid packages were sent to 8 companies and 6 bids were received as follows:

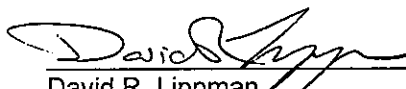
Company	Tapia	Rancho	Westlake	Morrison	HQ/Res2
Executive Suite	34,800.00	34,800.00	44,400.00	28,000.00	14,800.00
Newbury Park Tree Service	14,625.00	15,375.00	24,187.50	6562.50	4,495.00
Vandergeest	10,620.00	9600.00	22,032.00	5,900.00	4,820.00
Mariposa	10,250.00	9,800.00	19,625.00	5,800.00	2,400.00
Safe & Beautiful Tree Co.	11,275.00	10,597.00	<b>13,277.77</b>	3,550.00	2,695.00
Venco Western Inc.	<b>7,500.00</b>	<b>5,700.00</b>	15,200.00	<b>3,300.00</b>	<b>1,000.00</b>

Lowest bids are shown in bold type. Based on the bids selected, total cost for the work will be \$30,777.77. Venco, the lowest bidder on the majority of items, did not attend the bid walk which was described as "mandatory" in the Notice Inviting Bids. The non-attendance is acceptable to staff as the bid walk is to ensure bidders understand the scope of the work required. Venco has demonstrated this knowledge by its past performance on previous contracts and has provided a bid competitive with its prior bids.

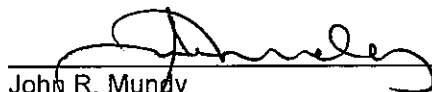
**FINANCIAL IMPACT**

The Fiscal Year 2009-2010 budget provides funding in the operating budgets for weed abatement at all facilities.

Marsha Eubanks, Administrative Services Officer, prepared this report.

  
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David R. Lippman  
Director of Facilities and Operations

5/18/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John R. Mundy  
Administering Agent/General Manager

5/18/10  
\_\_\_\_\_  
Date

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