



Dedicated to Providing High-Quality
Water Service in a Cost-Effective and
Environmentally Sensitive Manner

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President

Jay Lewitt

Director, Division 5

Vice President

Leonard E. Polan

Director, Division 4

Secretary

Charles P. Caspary

Director, Division 1

Treasurer

Lynda Lo-Hill

Director, Division 2

Lee Renger

Director, Division 3

David W. Pedersen, P. E.

General Manager

W. Keith Lemieux

Counsel

HEADQUARTERS
4232 Las Virgenes Road
Calabasas, CA 91302
(818) 251-2100
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WESTLAKE
FILTRATION PLANT
(818) 251-2370
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TAPIA WATER
RECLAMATION FACILITY
(818) 251-2300
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RANCHO LAS VIRGENES
COMPOSTING FACILITY
(818) 251-2340
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MEMBER AGENCY OF THE
METROPOLITAN WATER
DISTRICT
OF SOUTHERN CALIFORNIA

Glen D. Peterson
MWD Representative

Call and Notice of Special Meeting of the Board of
Directors of Las Virgenes Municipal Water District

A Special Meeting of the Board of Directors of Las Virgenes Municipal Water District is hereby called and notice of said Special Meeting is hereby given for **5:00 p.m. on June 25, 2019**, at Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, California 91302 to consider the following:

1. Call to Order and Roll Call
2. Special Meeting of June 25, 2019 (Agenda attached)
3. Adjourn

By Order of the Board of Directors
JAY LEWITT, President

David W. Pedersen, P.E.
Deputy Secretary of the Board

c: Each Director

Dated: June 19, 2019



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas, CA 91302

AGENDA
SPECIAL MEETING

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received. A live webcast of the meeting will be available at LVMWD.com. Also, a web-based version of the speaker card is available for those who would like to submit written comments electronically or request to make public comment by telephone during the meeting.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agendized items will be recognized at the time the item is called up for discussion.

Materials prepared by the District in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

5:00 PM

June 25, 2019

PLEDGE OF ALLEGIANCE

- 1 **CALL TO ORDER AND ROLL CALL**
- 2 **APPROVAL OF AGENDA**

3 **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

4 **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

A **List of Demands: June 25, 2019 (Pg. 6)**

Ratify

B **Minutes: Regular Meeting of June 11, 2019 (Pg. 27)**

Approve

C **MuniTemps Municipal Staffing Solutions: Amendment (Pg. 35)**

Authorize the General Manager to increase the amount of the contract with MuniTemps Municipal Staffing Solution by \$6,900, from \$36,750 to \$43,650, to fulfill temporary staffing needs for the remainder of Fiscal Year 2018-19.

D **Increase to Annual Purchase Order for National Plant Services (Pg. 37)**

Authorize the General Manager to increase the annual purchase order with National Plant Services by \$15,000, from \$31,000 to \$46,000, for the period of July 1, 2018 through June 30, 2019.

E **Resolution No. 2554 Changing the Date of Regular Board Meetings: Correction (Pg. 39)**

Pass, approve and adopt corrected Resolution No. 2554, amending Resolution No. 2468 (Administrative Code) as it relates to the date of regular Board meetings.

CORRECTED RESOLUTION NO. 2554

A RESOLUTION OF THE BOARD OF DIRECTES OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO THE DATE OF DISTRICT MEETINGS

(Reference is hereby made to Resolution No. 2554 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

5 **ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

A **Recap of 2019 Solar Cup Participation by Calabasas High School and Oaks Christian School**

- B **MWD Representative Report (Pg. 48)**
- C **Legislative and Regulatory Updates**
- D **Water Supply Conditions Update (Pg. 52)**

6 **TREASURER**

7 **FACILITIES AND OPERATIONS**

- A **Emergency Interconnection with Los Angeles County Waterworks District No. 29, Malibu: Approval of Term Sheet and Authorization to Execute Agreement (Pg. 54)**

Approve the term sheet and authorize the General Manager to execute an agreement, in a form approved by District Counsel, for an emergency interconnection with Los Angeles County Waterworks District No. 29, Malibu.

8 **NON-ACTION ITEMS**

- A **Organization Reports**
- B **Director's Reports on Outside Meetings**
- C **General Manager Reports**

(1) General Business

(2) Follow-Up Items

- D **Director's Comments**

9 **FUTURE AGENDA ITEMS**

10 **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

11 **CLOSED SESSION**

- A **Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):**

Jackson McPherson v. Las Virgenes Municipal Water District (California Superior Court Case No. BC711424)

12 **OPEN SESSION AND ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or

services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LYNDA LO-HILL, TREASURER

Payments for Board Meeting of: June 25, 2019

Deputy Treasurer has verified that all checks and wire transfers were issued in conformance with LVMWD Administrative Code Section 2-6.203.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 82252 through 82355 were issued less voids/stop payments in the total amount of \$ 893,089.79

Payments through wire transfers as follows:

Sub-Total Wires	\$ -
Total Payments	\$ 893,089.79

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING
06/25/19**

Company Name	Company No.	Check No. 82252 thru 82299 06/11/19	Amount	Check No. 82300 thru 82355 06/18/19	Amount
--------------	-------------	---	--------	---	--------

Potable Water Operations	101	131,700.76		160,010.52	291,711.28
Recycled Water Operations	102				-
Sanitation Operations	130		745.00		745.00
Potable Water Construction	201		578.75		578.75
Water Conservation Construction	203				-
Sani- Construction	230				-
Potable Water Replacement	301	10,252.53		2,875.00	13,127.53
Reclaimed Water Replace	302				-
Sanitation Replacement	330	350.00	197,789.00		198,139.00
Internal Service	701	45,129.56	123,477.99		168,607.55
JPA Operations	751	77,902.42	45,399.79		123,302.21
JPA Construction	752				-
JPA Replacement	754	7,242.45	93,520.00		100,762.45
Total Printed		272,577.72	624,396.05		896,973.77

Voided Checks/ payment stopped:

Check #81728	101	(596.48)			(596.48)
Check #82067	701	(287.50)			(287.50)
Check #82276	701	(3,000.00)			(3,000.00)
Total Voids		(3,883.98)			(3,883.98)

Net Total

268,693.74

893,089.79

Batch Number - 272252

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Slub Message	Document Number	Key	Amount	Invoice Number
82252	06/11/19	19269	ACC BUSINESS	INTERNET	164576	001 00701	913.82	191335011
				4/11-5/10/19			913.82	
				Payment Amount				
82253	06/11/19	20389	AIRGAS SPECIALTY PRODUCTS	31,040 GAL HYDROXIDE	164543	001 00701	3,058.99	131596651
				Payment Amount				
				APR'19 SAMPLING	164681	001 00701	365.00	190732
82254	06/11/19	2513	CAPCO ANALYTICAL SERVICES	MAY'19 SAMPLING	164682	001 00701	365.00	190795
				Payment Amount				
				UNIONS	164569	001 00701	229.49	9009-791541
82255	06/11/19	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	JUN'19 DIST RCVRY	164580	001 00701	4,592.00	58674
				Payment Amount				
				JUL'19 DIST RCVRY	164561	001 00701	4,592.00	59824
				Payment Amount				
				DAM FEE	164548	001 00101	43,308.00	1800125618
82257	06/11/19	3680	DEPARTMENT OF WATER RESOURCES	FY19-20 WLK				
				Payment Amount				
				5/19 SEC	164531	001 00701	230.00	349724
				SRV-HQ				
				5/19 SEC	164532	001 00701	143.00	349725
				SRV-TAPIA				
				SEC SRV-RLV FARM	164533	001 00701	35.00	349726
				5/19 SEC	164534	001 00701	70.00	349727
				SRV-WLK				
				5/19 SEC	164535	001 00701	35.00	349728
				SRV-WLK P/S				
				5/19 SEC	164536	001 00701	79.00	349729

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Batch Number - 272252
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
				SRV-IT ROOM					
				CELL PLAN-RLV	PV	164537	001 00701	15.00	348730
				5/19 CELL	PV	164538	001 00701	24.00	348732
				PLAN-HQ					
				INSTALL	PV	164539	001 00701	5,458.05	350520
				INSTSN					
				CNT-TAPIA					
				4/8-5/31 SEC	PV	164540	001 00701	84.80	350519
				SRV-TAPIA					
				Payment Amount				6,173.85	
82259	06/11/19	7847	DMV RENEWAL	REG FEE	PV	164545	001 00701	52.00	63LF89/2019
				63LF89 YAMA					
				Payment Amount				52.00	
82260	06/11/19	20685	DOCUMENT SYSTEMS INC	4/24-5/23/19	PV	164575	001 00701	90.69	97559
				CANON MNT-CS					
				Payment Amount				90.69	
82261	06/11/19	18111	ELECSYS INTERNATIONAL CORPORATION	MAY'19 MTR	PV	164663	001 00701	310.00	193878
				DVC MAINT					
				Payment Amount				310.00	
82262	06/11/19	14591	EMISSION COMPLIANT CONTROLS CORP.	EMISSION	PV	164658	001 00701	1,504.00	PSO4477
				TSTG-PW P/S					
				Alt Payee 15750 EMISSION COMPLIANT CONTROLS CORP. P. O. BOX 16727 IRVINE CA 92623-6727					
				Payment Amount				1,504.00	
82263	06/11/19	2654	FAMCON PIPE	KNOCKOUT	PV	164567	001 00701	16,277.49	S000211067,00
				ASSBLY/PUMP					1
				Payment Amount				16,277.49	
82264	06/11/19	2658	FEDERAL EXPRESS CORP	PKG DLVRD	PV	164634	001 00101	297.67	6-569-10448
				5/23/19					
				Payment Amount				297.67	
82265	06/11/19	6770	G.I. INDUSTRIES	6/19 DISP-RLV	PV	164635	001 00751	93.22	2906357-0283-
				FARM					7
				6/19 DISP-RLV	PV	164636	001 00751	93.22	2906356-0283-
				6/19	PV	164637	001 00751	878.80	2531627-0283-
				DISP-TAPIA					6

Batch Number - 272252
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key lim Co	Amount	Invoice Number
				GRIT					
				6/19 DISP-HQ & SHOP	PV	164638	001 00701	686.85	2906358-0283-5
				6/19 DISP-TAPIA	PV	164639	001 00701	987.32	2531624-0283-3
				6/19 DISP-WLK	PV	164680	001 00701	314.49	2470967-0283-9
			Alt Payee	G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065					
				Payment Amount				3,053.90	
82266	06/11/19	2701	GRAINGER, INC.	(12) LOCKOUT PADLOCKS	PV	164561	001 00701	192.03	9171397921
			Alt Payee	GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001					
				Payment Amount				192.03	
82267	06/11/19	10981	GREGOR BOAT COMPANY	(2) PONTOON BOATS	PV	164566	001 00701	13,218.84	19E104LVIR
				Payment Amount				13,218.84	
82268	06/11/19	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	BALL VALVES	PV	164657	001 00101	1,682.86	005C4570
			Alt Payee	HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 CHINO CA 91708-5128					
				Payment Amount				1,682.86	
82269	06/11/19	20729	SHERIE HEITKAMP	EXP-GOV ACTG CLS 5/29	PV	164555	001 00701	189.32	052919
				Payment Amount				189.32	
82270	06/11/19	20856	INTERNATIONAL PRINTING & TYPESETTING INC	CURRENT FLOW #2	PV	164579	001 00701	2,176.65	22039
				Payment Amount				2,176.65	
82271	06/11/19	2611	LA DWP	TWN LKS P/S 4/12-5/13/19	PV	164656	001 00101	6,990.34	875698/060319
				Payment Amount				6,990.34	
82272	06/11/19	7949	LOS ANGELES COUNTY -	BIOSOLIDS POTW FY19-20	PV	164547	001 00751	2,686.00	AR0158645/19-20

Batch Number - 272252
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
PUBLIC HEALTH											
82273	06/11/19	2814	MCMaster-CARR SUPPLY CO	Payment Amount REDUCERS/FLEX HOSE	PV	164562		001	00751	2,686.00 114.58	94150082
				DRILL BITS	PV	164563		001	00751	91.23	94793789
				PWR CABLE	PV	164564		001	00301	417.73	95287886
				PALLET							
All Payee 3197 MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690											
82274	06/11/19	21264	MICHAEL BAKER INTERNATIONAL . INC.	Payment Amount P/E 4/28-GENSETS- PW P/S	PV	164565		001	00701	623.54 3,689.22	1049161
82275	06/11/19	2365	MSO TECHNOLOGIES	Payment Amount P/E 4/30-PLC DSGN/PRGM	PV	164578		001	00701	600.00	6197
82276	06/11/19	16529	MUNITEMPS-MUN ICIPAL STAFFING SOLUTIONS	Payment Amount TEMP SRV P/E 5/12/19-ED	PV	164528		001	00701	600.00 3,000.00	129288
82277	06/11/19	16372	OLIN CORPORATION - CHLORALKALI	Payment Amount 4,954 GAL HYPOCHLORITE	PV	164541		001	00701	3,000.00 3,990.79	2681621
82279	06/11/19	19164	DONALD PATTERSON	Payment Amount CELL 1/17-4/16/19	PV	164546		001	00701	18,481.30 238.07	CELL/011719-0 41619
82280	06/11/19	8484	PRAXAIR DISTRIBUTION,	Payment Amount CYLNR RENT 4/20-5/20	PV	164557		001	00101	238.07 169.02	89523499
All Payee 16373 OLIN CORPORATION - CHLORALKALI P.O. BOX 402766 ATLANTA GA 30384-2766											
82278	06/11/19	13586	ORACLE AMERICA, INC.	Payment Amount JDE MAINT 2/23-5/22/19	PV	164582		001	00701	7,727.02 18,481.30	44480994

Batch Number - 272252

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Number	Key	Item	Co	Amount	Invoice Number
			INC								
			All Payee	8898 PRAXAIR DISTRIBUTION INC. DEPT. LA.21511 PASADENA CA.91185-1511							
82281	06/11/19	14677	LEE RENGER	Payment Amount MLG-ACWA CONF 5/6--10	PV	164659	001	00701		169.02 366.56	051019
82282	06/11/19	17174	ROTH STAFFING COMPANIES, LP	Payment Amount TEMP SRV W/E 5/3/19-SC	PV	164526	001	00701		366.56 990.00	13731953
82283	06/11/19	20898	SDI PRESENCE LLC	Payment Amount TEMP SRV W/E 5/10&5/17-SC Payment Amount P/E 4/30 ERP CONSLT SRV	PV	164527	001	00701		1,967.63 2,957.63 350.00	13737437
			All Payee	20936 SDI PRESENCE LLC 29290 NETWORK PLAGE CHICAGO IL 60673-1292							
82284	06/11/19	19115	SILVER STAR MOTOR CAR COMPANY	Payment Amount RPLC 02 SENSOR-#890	PV	164558	001	00701		350.00 762.73	572781
82285	06/11/19	2956	SOUTH COAST AIR QUALITY MGMT DIST	RPLC RADIATOR-#906 Payment Amount HOTSPOTS FEE-LV2 18-19	PV	164559	001	00701		1,836.34 2,599.07 132.98	572620
82286	06/11/19	2957	SOUTHERN CALIFORNIA EDISON	Payment Amount RW P/S 5/1--5/31/19 NEM	PV	164549	001	00751		34,319.90	4500-42/06011 9
82287	06/11/19	2957	SOUTHERN CALIFORNIA EDISON	Payment Amount RLV CMPST-DL 4/24--5/23	PV	164633	001	00751		437.35 34,319.90	3293-30/06011 9
82288	06/11/19	20648	STANTEC CONSULTING SERVICES INC.	Payment Amount P/E 2/1 TWRF COMP STDY	PV	164612	001	00701		437.35 6,642.45	1478365

Batch Number - 272252

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Co	Amount	Invoice Number
82289	06/11/19	16034	TASC	Payment Amount FSA RENWL/ADM FEES 7/1-9/30	PV	164556	001	00701	864.60	IN1515976
									6,642.45	
82290	06/11/19	12149	THATCHER CO. OF CALIFORNIA	Payment Amount 10.91 TN ALUM SULFATE CR-TOTE RTRN-#263843 CR-TOTE RTRN-#263843	PV	164544	001	00701	3,721.37	264364
									864.60	
									250.00	263842
									25.00	CM207060
									5,736.52	264849
									9,182.89	
82291	06/11/19	9505	TIRE MAN AGOURA	Payment Amount RPR FLAT TIRE-#892	PV	164560	001	00701	25.00	2079988
82292	06/11/19	17645	TORO ENTERPRISES INC.	Payment Amount ASPHALT RPR-STUNT RD	PV	164530	001	00701	42,466.72	12452
									25.00	
									42,466.72	
									100.00	670903
									340.00	670903
									135.00	670903
									575.00	
82294	06/11/19	2436	VINCE BARNES AUTOMOTIVE	Payment Amount RPLC SERP BELT/SRV-#892 IGN WIRES/SPK PLGS-#849 OIL/FLTRS/SRV TRAN-#325 RPLC FRNT BRKS-#918	PV	164571	001	00701	531.63	023922
									474.89	023926
									139.97	023931
									281.60	023933
									1,428.09	
82295	06/11/19	3034	VORTEX INDUSTRIES	Payment Amount PM (51) ROLLING DOORS PM (51) ROLLING DOORS PM (51)	PV	164570	001	00701	751.20	01-1339824
									751.20	01-1339824
									375.60	01-1339824

Batch Number - 272252
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
82296	06/11/19	19685	W. LITTEN INC.	ROLLING DOORS Payment Amount SPRYFLD 5/20-5/24/19	PV	164529	001	00701	1,878.00 6,585.05	19031
82297	06/11/19	18914	WECK LABORATORIES, INC.	Payment Amount TTHM-WLK-9D30 019	PV	164590	001	00701	6,585.05 169.72	W9E0259-LV
				MALIBU CREEK-9D09088	PV	164591	001	00701	3,466.73	W9E0386-LV
				TAPIA EFFLNT-9D0908 9	PV	164592	001	00701	290.67	W9E0434-LV
				WLK RES-9E07062	PV	164594	001	00701	169.72	W9E1180-LV
				WLK RES-TTHM-9E07 063	PV	164595	001	00701	127.29	W9E1181-LV
				CALICUM-9E070 64	PV	164596	001	00701	104.02	W9E1182-LV
				DIONIZED WTR-9E07065	PV	164597	001	00701	26.52	W9E1183-LV
				COPPER/LEAD-9 E07068	PV	164598	001	00701	356.84	W9E1184-LV
				TAPIA GRNDWTR-9E070 60	PV	164599	001	00701	76.39	W9E1185-LV
				WLK RES-9E07061	PV	164600	001	00701	56.24	W9E1302-LV
				UCMR4-9D09086	PV	164601	001	00701	2,975.00	W9E1457-LV
				WLK RES-TTHM-9E17 050	PV	164602	001	00701	169.72	W9E1556-LV
				COPPER/LEAD-9 E17051	PV	164603	001	00701	29.72	W9E1558-LV
				COPPER/LEAD-9 E17049	PV	164604	001	00701	74.30	W9E1559-LV
				COPPER/LEAD-9 E17048	PV	164605	001	00701	176.32	W9E1561-LV
				TAPIA EFFLNT-9E1704	PV	164606	001	00701	26.52	W9E1563-LV

Batch Number - 272252
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm	Co	Amount	Invoice Number
6										
				COPPER/LEAD-9	PV	164607	001	00701	133.74	W9E1658
				E17052						
				COPPER/LEAD-9	PV	164608	001	00701	178.32	W9E1659-LV
				E17053						
				Payment Amount					8,609.58	
82288	06/11/19	3047	WESCO DISTRIBUTION, INC.	PWR	PV	164568	001	00701	6,145.58	896271
				CBLS-EMGCY GEN						
				Alt Payee						
			6443 WESCO DISTRIBUTION, INC							
			PO BOX 31001-0465							
			PASADENA CA 91110-0465							
				Payment Amount					6,145.58	
82299	06/11/19	8510	WORK BOOT WAREHOUSE	SFTY	PV	164551	001	00701	163.16	2-55332
				FTWEAR-JM						
				Payment Amount					163.16	
				Total Amount of Payments Written					272,577.72	
				Total Number of Payments Written					48	

Batch Number - 272346

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number	Name	Message		Number	Co		Number
82300	06/18/19	2317	ACORN NEWSPAPER	AD RE CHECK LEAK 3/21	PV	164744	001 00101	638.48	129102
82301	06/18/19	8680	ADS, LLC	AD RE EARTH DAY 4/18 Payment Amount MAY*19 FLW MNTG MAY*19 FLW MNTG	PV	164750	001 00701	638.48	130775
82302	06/18/19	19993	ALEXANDER'S CONTRACT SERVICES, INC.	Payment Amount MTRS READS 4/22-5/24/19	PV	164632	001 00701	745.00	22085.22-0519
82303	06/18/19	21135	AMERICAN BUSINESS BANK	Payment Amount RTN#5-AMND BIN MDFCTN	PV	164632	002 00701	2,235.00	22085.22-0519
82304	06/18/19	5699	AMERICAN LANDSCAPE INC.	Payment Amount RFND BAL CLOSED A/C	PV	164631	001 00701	18,591.21	102233
82305	06/18/19	16224	ASBURY ENVIRONMENTAL SERVICES	Payment Amount VACUUM-SHOP CLERIFIER	PV	164731	001 00754	4,676.00	RTN#5/10608
82306	06/18/19	5525	ASSOC. OF WATER AGENCIES OF VENTURA CO	Payment Amount CCWJUC LNCHN-4 EE-5/22	PV	164709	001 00101	376.83	9999602
82307	06/18/19	20695	AT&T	Payment Amount TEL SRV 5/5--6/4/19 TEL SRV 5/5--6/4/19 TEL SRV 5/5--6/4/19 Payment Amount SRV 6/7--7/6/19	PV	164746	001 00701	635.88	1500-00447120
82308	06/18/19	2869	AT&T	Payment Amount SRV 6/7--7/6/19	PV	164587	001 00701	140.00	06-11804
				Payment Amount TEL SRV 5/5--6/4/19 TEL SRV 5/5--6/4/19 TEL SRV 5/5--6/4/19 Payment Amount SRV 6/7--7/6/19	PV	164770	001 00101	76.82	0051/060519
				Payment Amount SRV 6/7--7/6/19	PV	164770	002 00101	33.06	0051/060519
				Payment Amount SRV 6/7--7/6/19	PV	164770	003 00101	256.19	0051/060519
				Payment Amount SRV 6/7--7/6/19	PV	164764	001 00101	405.67	2043/060719
				Payment Amount SRV 6/7--7/6/19	PV	164765	001 00101	67.07	0123/060719

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				6/7-7/6/19					
				SRV	PV	164766	001 00101	33.03	0124/060719
				6/7-7/6/19					
				SRV	PV	164767	001 00101	489.26	2045/060719
				6/7-7/6/19					
				SRV	PV	164768	001 00101	205.38	9054/060519
				6/5-7/4/19					
				Payment Amount			1,200.41		
82309	06/18/19	9631	AT&T LONG DISTANCE	LONG DIST	PV	164769	001 00701	8.24	806368136/060419
				5/1-6/1/19					
				LONG DIST	PV	164769	002 00701	.34	806368136/060419
				5/1-6/1/19					
				LONG DIST	PV	164769	003 00701	10.59	806368136/060419
				5/1-6/1/19					
				LONG DIST	PV	164769	004 00701	.85	806368136/060419
				5/1-6/1/19					
				Payment Amount			20.02		
82310	06/18/19	18654	AT&T TELECONFERENC E SERVICES	CONF CALLS-MAY'19	PV	164763	001 00701	11.94	906-010760
				Payment Amount			11.94		
82311	06/18/19	21312	AV ENVIRONMENTAL TECHNOLOGIES	RFND BAL CLOSED A/C	PV	164711	001 00101	928.94	9999657
				Payment Amount			928.94		
82312	06/18/19	21313	BENNETT D. BRANDEIS	RFND BAL CLOSED A/C	PV	164712	001 00101	38.36	022726
				Payment Amount			38.36		
82313	06/18/19	5224	C.E.R.T., INC.	CSE & SCBA TRAINING-5/21	PV	164585	001 00701	3,790.00	20190046
				Payment Amount			3,790.00		
82314	06/18/19	2487	CALABASAS CHAMBER OF COMMERCE	BOARD CONTRIBUTION	PV	164748	001 00701	100.00	13144
				TOTE BAG SPNSRSHIP	PV	164749	001 00701	185.00	13298
				Payment Amount			285.00		
82315	06/18/19	2964	CA DEPARTMENT OF TAX&FEE ADMINISTRATIO N	SALES/USE TAX-MAY'19	PV	164743	001 00701	2,601.00	097-817885/053119

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
82316	06/18/19	21315	CALMEX ENGINEERING INC.	Payment Amount RFND BAL CLOSED A/C	PV	164714	001 00101	2,801.00 480.62	9999587
82317	06/18/19	16821	CLEAN SWEEP SUPPLY CO., INC	Payment Amount KLEENSWEEP	PV	164584	001 00101	480.62 248.63	565360
82318	06/18/19	2547	COUNTY SANITATION DISTRICTS OF LA COUNTY	Payment Amount TAPIA GRIT HAULING-MAY'19	PV	164752	001 00751	248.63 594.88	48892/053119
82319	06/18/19	6966	CS-AMSCO	Payment Amount AIR SCRUB ACTUTRS-TP	PV	164672	001 00701	594.88 9,973.26	14806
82320	06/18/19	21314	STUART CUTLER	Payment Amount AIR SCRUB ACTUTRS-TP	PV	164672	002 00701	223.13 10,196.39	14806
82321	06/18/19	21316	EARTH STRATA GEOTECHNICAL SERVICES INC.	Payment Amount RFND BAL CLOSED A/C	PV	164713	001 00101	77.55 982.60	008402
82322	06/18/19	14723	EMPLOYMENT DEVELOPMENT DEPARTMENT	Payment Amount LBRD DATA RPT-2018 CAFR	PV	164583	001 00701	77.55 163.00	9999652
82323	06/18/19	21317	DANIEL FAWCETT	Payment Amount RFND BAL CLOSED A/C	PV	164715	001 00101	982.60 117.13	LMI-07233
82324	06/18/19	16305	JEFFREY FIELDS	Payment Amount RFND BAL CLOSED A/C	PV	164710	001 00101	117.13 525.82	073978
82325	06/18/19	6770	G.I. INDUSTRIES	Payment Amount 5/16-5/31/19 SHOP BLDG TAPIA RAG DISP	PV	164738	001 00701	525.82 630.09 619.04	2906518-0283-4 2531642-0283-5

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Payment Number	Payment Date	Alt Payee	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Lim	Co	Amount	Invoice Number
82326	06/18/19	6771	21318	G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065	Payment Amount RFND BAL CLOSED A/C	PV	164716	001	00101	1,249.13 526.88	9999452
82327	06/18/19	2705	2705	HACH COMPANY	Payment Amount LAB YSTG SUPPLIES	PV	164728	001	00701	526.88 176.47	11468772
82328	06/18/19	7421	7421	HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693	Payment Amount TWN LKS 4/16-5/15/19	PV	164730	001	00701	176.47 578.75	10267
82329	06/18/19	21310	21310	HAMNER, JEWELL AND ASSOCIATES	Payment Amount AV SYS EVAL/ASSESSME NT	PV	164628	001	00701	578.75 2,875.00	447444
82330	06/18/19	20823	20823	INVOICE CLOUD INC.	Payment Amount IC TRAN FEES-MAY'19	PV	164629	001	00701	2,875.00 4,446.50	964-2019_5
82331	06/18/19	2997	2997	J G TUCKER & SONS	Payment Amount CALIBRATON GAS	PV	164588	001	00701	4,446.50 233.08	11043
82332	06/18/19	21197	21197	JACOBS ENGINEERING GROUP INC.	Payment Amount P/E 5/3-PH 2 WHT PAPER	PV	164723	001	00701	233.08 69,753.92	W9Y23500CH001
82333	06/18/19	6777	6777	CAL-COAST MACHINERY	Payment Amount TRACTOR REPAIR PARTS	PV	164790	001	00751	69,753.92 1,440.98	551477
82334	06/18/19	3352	3352	JOHN DEERE FINANCIAL PO BOX 4450 CAROL STREAM IL 60197-4450	Payment Amount WLK FLT 4/26-5/30/19	PV	164740	001	00101	1,440.98 149.25	0907/060519

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
DISTRICT									
				WLK FLT	PV	164741	001 00101	299.53	0909/060519
				4/26-5/30/19					
				EQS TNK	PV	164742	001 00101	203.87	0896/060519
				4/23-5/29/19					
				MORRSN P/S	PV	164753	001 00751	25.01	0331/060519
				4/24-5/30/19					
				IND HILLS	PV	164754	001 00751	25.01	0558/060519
				4/24-5/30/19					
				BD#7/RW	PV	164755	001 00701	195.89	2655/060519
				4/23-5/29/19					
				BD#8/RW	PV	164756	001 00701	162.29	2652/060519
				4/23-5/29/19					
				BD#8/RECL	PV	164757	001 00701	193.18	2646/060519
				4/23-5/29/19					
				RWFS	PV	164758	001 00701	149.97	2645/060519
				4/23-5/29/19					
				Payment Amount				1,404.00	
82335	06/18/19	8069	LEFTCHEST	225 WTR	PV	164627	001 00701	2,446.54	LA32190
				BOTTLES					
				Payment Amount				2,446.54	
82336	06/18/19	21319	GHAZALEH MAJD	RFND BAL	PV	164718	001 00101	16.46	076941
				CLOSED A/C					
				Payment Amount				16.46	
82337	06/18/19	21320	KIMBERLY MATHIS	RFND BAL	PV	164719	001 00101	412.39	070512
				CLOSED A/C					
				Payment Amount				412.39	
82338	06/18/19	21321	PARVIZ PAUL MEHDIZADEH	RFND BAL	PV	164720	001 00101	136.19	056067
				CLOSED A/C					
				Payment Amount				136.19	
82339	06/18/19	20772	NATIONAL PAYMENT CORP.	MAY'19 ELECT	PV	164626	001 00701	70.27	792510
				PAYSTUBS					
				Payment Amount				70.27	
82340	06/18/19	2302	OFFICE DEPOT	PAPER/TONER/IM	PV	164726	001 00701	600.59	316067562001
				ISC SPLY					
				Payment Amount				109.81	
82341	06/18/19	20728	OLIVAREZ MADRUGA LEMIEUX & O'NEILL	PENS/FOLDERS	PV	164727	001 00701	109.81	316068541001
				Payment Amount				710.40	
				LEGAL					
				SRV-MAY'19				10,797.93	140/MAY19

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item Co	Amount	Invoice Number
				LEGAL	PV	164708	002 00701	8,698.85	140/MAY19
				SRV-MAY'19					
				Payment Amount			19,496.78		
82342	06/18/19	18874	PACIFIC HYDROTECH CORPORATION	RTN#5-AMND BIN MDFCTN	PD	164724	001 00754	4,676.00-	10608/RTN#5
				PMT#5-AMND BIN MDFCTN	PV	164725	001 00701	93,520.00	10608/PMT#5
				Payment Amount			88,844.00		
82343	06/18/19	20334	PRUDENTIAL OVERALL SUPPLY	5/19 UNFRMS/MATS/T WLS	PV	164685	001 00701	61.90	170912138
				5/19 UNFRMS/MATS/T WLS	PV	164685	002 00701	61.87	170912138
				5/19 UNFRMS/MATS/T WLS	PV	164686	001 00701	74.52	170913643
				5/19 UNFRMS/MATS/T WLS	PV	164686	002 00701	61.87	170913643
				5/19 UNFRMS/MATS/T WLS	PV	164687	001 00701	61.90	170915139
				5/19 UNFRMS/MATS/T WLS	PV	164687	002 00701	61.87	170915139
				5/19 UNFRMS/MATS/T WLS	PV	164688	001 00701	61.90	170916650
				5/19 UNFRMS/MATS/T WLS	PV	164688	002 00701	61.87	170916650
				5/19 UNFRMS/MATS/T WLS	PV	164689	001 00701	92.18	170918526
				5/19 UNFRMS/MATS/T WLS	PV	164689	002 00701	61.87	170918526
				5/19 UNFRMS/MATS/T WLS	PV	164690	001 00701	9.80	170912133
				5/19 UNFRMS/MATS/T					

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Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key itm Co	Amount	Invoice Number
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164690	002 00701	21.44	170912133
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164691	001 00701	9.80	170913638
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164691	002 00701	21.44	170913638
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164692	001 00701	9.80	170915134
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164692	002 00701	21.44	170915134
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164693	001 00701	9.80	170916645
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164693	002 00701	21.44	170916645
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164694	001 00701	9.80	170918521
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164694	002 00701	21.44	170918521
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164696	001 00701	234.38	170912136
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164697	001 00701	235.03	170913641
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164698	001 00701	234.98	170915137
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164699	001 00701	234.98	170916648
				WLS					
	5/19			UNFRMS/MATS/IT	PV	164700	001 00701	234.98	170918524

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itrm Co	Amount	Invoice Number
				UNFRMS/MATS/IT					
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164701	001 00701	28.40	170912137
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164701	002 00701	30.83	170912137
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164702	001 00701	28.40	170913642
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164702	002 00701	30.83	170913642
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164703	001 00701	35.29	170915138
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164703	002 00701	30.83	170915138
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164704	001 00701	29.10	170916649
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164704	002 00701	30.83	170916649
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164705	001 00701	28.40	170918525
				WLS					
				5/19 UNFRMS/MATS/IT	PV	164705	002 00701	30.83	170918525
				WLS					
				CR-#170913643	PD	164706	001 00701	12.62-	171016298
				CR-#170918526	PD	164707	001 00701	30.28-	171016394
				Payment Amount				2,253.14	
				INSTILL FLTR	PV	164729	001 00701	349.09	1703737
				HOUSING-TP					
				Payment Amount				349.09	
				RFND BAL	PV	164721	001 00101	23.52	075177
				CLOSED A/C					
				Payment Amount				23.52	

82345 06/18/19

2585 PURETEC

INSTILL FLTR

2,253.14

1703737

3

82345 06/18/19

21322 VAHEED REZAI

RFND BAL

349.09

075177

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
82346	06/18/19	16022	ROLLS SCAFFOLD & EQUIPMENT, INC	SCFFLD-WLK 4/29-5/26/19	PV	164630	001	00701	2,268.02	607918351C
82347	06/18/19	2956	SOUTH COAST AIR QUALITY MGMT DIST	Payment Amount JBR ICE #65733	PV	164553	001	00101	421.02	3461244
82348	06/18/19	2958	SOUTHERN CALIFORNIA GAS CO	JBR EMSN #65733 Payment Amount HQ & OPS 5/6-6/5/19	PV	164554	001	00101	136.40	3462829
				Payment Amount					557.42	
				Payment Amount					1,423.64	3600/060719
				RANCHO 5/6-6/5/19	PV	164733	001	00751	297.69	4200/060719
				TAPIA 5/6-6/5/19	PV	164734	001	00751	696.57	4000/060719
				CORNELL 5/6-6/5/19	PV	164735	001	00101	448.57	0400/060719
				JBR P/S 5/2-6/3/19	PV	164736	001	00101	16.77	1200/060519
				WLK P/S 5/1-6/1/19	PV	164737	001	00101	23.21	9400/060119
				Payment Amount					2,906.45	
82349	06/18/19	3789	T & T TRUCK & CRANE SERVICE	CRANE SRV-RANCHO 5/15	PV	164761	001	00701	1,612.50	0141706-IN
				Payment Amount					1,612.50	
82350	06/18/19	21137	TESLA, INC.	RW/P/S-MAY'19 SOLAR	PV	164762	001	00701	18,106.00	11904252
				Payment Amount					18,106.00	
82351	06/18/19	21323	SUSAN TINCHER	RFND BAL CLOSED A/C	PV	164722	001	00101	108.20	070701
				Payment Amount					108.20	
82352	06/18/19	17645	TORO ENTERPRISES INC.	MAIN RPR-MULHND HWY	PV	164760	001	00701	149,020.00	12572
				Payment Amount					149,020.00	
82353	06/18/19	21252	TYLER TECHNOLOGIES,	APPL SRV-4/1/19-3/	PV	164759	001	00701	197,789.00	045-263140
				Payment Amount					197,789.00	

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							Item	Co		
			INC.			31/20				
				Payment Amount				197,789.00		
82354	06/18/19	8514	WEST COAST IRRIGATION	SPRYFLD PIPE CLAMPS	PV	164586	001	00751	377.78	9703
				Payment Amount				377.78		
82355	06/18/19	3067	XEROX CORPORATION	LEASE-HQ&TAPI	PV	164589	001	00701	430.03	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	002	00701	56.21	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	003	00701	46.19	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	004	00701	179.82	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	005	00701	544.12	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	006	00701	71.12	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	007	00701	58.45	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	008	00701	1.65	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	009	00701	150.46	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	010	00701	43.54	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	011	00701	18.41	702302147
				A						
				LEASE-HQ&TAPI	PV	164589	012	00701	4.37	702302147
				A						

Payment Number	Payment Date	Name	Address Number	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
					PV	164589	013	00701	575.24	702302147
				4/19 LEASE-HQ&TAPI						
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	014	00701	75.19	702302147
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	015	00701	61.79	702302147
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	016	00701	244.64	702302147
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	017	00701	122.06	702302147
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	018	00701	15.95	702302147
				A						
				4/19 LEASE-HQ&TAPI	PV	164589	019	00701	13.12	702302147
				A						
				LEASE-5/19	PV	164747	001	00701	189.79	097115127
				5945-OPS						
				Payment Amount					2,901.95	
				Total Amount of Payments Written					624,396.05	
				Total Number of Payments Written					56	



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas CA 91302

MINUTES
REGULAR MEETING

9:00 AM

June 11, 2019

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Shawn Triplett.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at **9:00 a.m.** by Board President Lewitt in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Charles Caspary, Jay Lewitt, Lynda Lo-Hill, Len Polan, and Lee Renger

Absent: None

Staff Present: David Pedersen, General Manager
Joe McDermott, Director of Resource Conservation and Public Outreach
Don Patterson, Director of Finance and Administration
John Zhao, Interim Director of Facilities and Operations
Josie Guzman, Clerk of the Board
Manuel Serpa, District Counsel

2. APPROVAL OF AGENDA

Director Renger moved to approve the agenda. Motion seconded by Director Caspary. Motion carried unanimously.

3. PUBLIC COMMENTS

None.

4. CONSENT CALENDAR

- A List of Demands: June 11, 2019: Ratify**
- B Minutes: Regular Meeting of May 28, 2019: Approve**
- C Directors' Per Diem: May 2019: Ratify.**
- D Stunt Road Water Main Break Asphalt Repair: End of Emergency**

Declare an end to the emergency for the asphalt restoration work on Stunt Road, near the Stunt Road pump Station, in unincorporated Los Angeles County.

Director Caspary moved to approve the Consent Calendar. Motion seconded by Director Lo-Hill. Motion carried unanimously.

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Legislative and Regulatory Updates

Joe McDermott, Director of Resource Conservation and Public Outreach, reported that the Association of California Water Agencies (ACWA) State Legislative Committee voted to oppose AB 402 (Quirk) unless amended. He stated that this bill would authorize the State Water Resources Control Board (SWRCB) to assess fees on all public water systems in order to subsidize regulatory oversight costs of Local Primacy Agencies for small water systems. He noted that the Senate Environmental Quality Committee would consider this bill at its June 19th hearing. He also reported that the State Budget Conference Committee had agreed on language for inclusion in the budget trailer bill to appropriate \$130 million annually to a safe drinking water fund. He provided an update regarding AB 217 (Garcia), the Safe Drinking Water for All Act, which includes a portfolio approach for funding safe, clean and affordable water. He stated that it would be difficult to justify another tax due to the State's projected \$21.5 billion budget surplus; therefore, it was unlikely that AB 217 would move forward. He also reported that the House of Representatives was back in session, and several appropriation bills had moved forward for consideration. He noted there were approximately 20 bills related to perfluoroalkyl and polyperfluoroalkyl substances (PFASs), which are man-made chemicals used for manufacturing nonstick cooking surfaces for pans and other purposes. He stated that these bills call for additional research and data collection, and for setting arbitrary mandates on limits and concentrations of PFASs that could end up in potable water supplies. He noted that the latter purpose of these bills does not comply with the Board-adopted legislative policy principles due to setting arbitrary limits.

Director Caspary requested that staff prepare a letter in opposition to AB 402 to submit to the Senate Environmental Quality Committee.

B Water Supply Conditions Update

Joe McDermott, Director of Resource Conservation and Public Outreach, presented the report and reminded everyone of the continuing need to use water efficiently.

6. TREASURER

Director Lo-Hill stated that the Treasurer's report was in order.

7. BOARD OF DIRECTORS

A Nomination for ACWA Region 8 Board of Directors

Pass, approve and adopt proposed Resolution No. 2558, supporting the nomination of Director Leonard E. Polan to the ACWA Region 8 Board of Directors.

RESOLUTION NO. 2558

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT PLACING IN NOMINATION DIRECTOR LEONARD E. POLAN AS A MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 8 BOARD OF DIRECTORS

(Reference is hereby made to Resolution No. 2558 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

General Manager David Pedersen presented the report.

Director Renger moved to approve Item 7A. Motion seconded by Director Caspary. Motion carried unanimously.

B Retainer Increase for Olivarez Madruga Lemieux O'Neill, LLP

Approve an amendment to the professional services agreement with Olivarez Madruga Lemieux O'Neill, LLP, Attorneys at Law, to increase the monthly fee for transactional services by five percent, from \$7,350 to \$7,719 per month.

General Manager David Pedersen presented the report.

Director Caspary moved to increase the monthly fee for transactional services by four percent. Motion seconded by Director Polan.

A discussion ensued regarding the previous year's five percent adjustment to the agreement, the types of professional services covered under transactional services, and separate charges beyond the scope of transactional services.

Director Caspary withdrew his motion.

Director Caspary moved to approve Item 7B. Motion seconded by Director Renger.

Manuel Serpa, District Counsel, stated that District Counsel could provide a cost comparison of legal services provided to similar districts, and a cost breakdown from the past ten years including types of tasks provided.

Motion carried unanimously.

C Proposed Cancellation of Two Regular Board Meetings

Cancel the regular Board meetings on July 9, 2019 and January 7, 2020.

General Manager David Pedersen presented the report.

Director Lo-Hill moved to approve Item 7C. Motion seconded by Director Caspary.

A discussion ensued regarding past practice for cancelling Board meetings in proximity to the holidays, the recent change to hold regular Board meeting dates on the first and third Tuesdays of each month, and maintaining flexibility for cancelling Board meetings.

Motion failed by the following vote:

AYES: Lo-Hill

NOES: Caspary, Lewitt, Polan, Renger

ABSTAIN: None

ABSENT: None

8. FACILITIES AND OPERATIONS

A Woolsey Fire Response and Recovery: Grant Relief to Specified Customers to Support Rebuilding of Destroyed Homes

Pass, approve and adopt proposed Resolution No. 2557, granting relief to specified customers to support rebuilding of homes destroyed by the Woolsey Fire.

RESOLUTION NO. 2557

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT GRANTING RELIEF TO SPECIFIED CUSTOMERS TO SUPPORT REBUILDING OF HOMES DESTROYED BY THE WOOLSEY FIRE

(Reference is hereby made to Resolution No. 2557 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

General Manager David Pedersen presented the report.

Director Renger moved to approve Item 8A. Motion seconded by Director Caspary.

Judie Gilli, Associate Planner with the City of Calabasas, noted that the entire city was evacuated during the Woolsey Fire, and nine homes were lost. She addressed the ways that the city has assisted affected homeowners by streamlining various processes so that they may rebuild their homes. She submitted a letter from the City in support of the adoption of proposed Resolution No. 2557.

General Manager David Pedersen responded to a question regarding the proposal to waive the differential cost in capacity fees for qualifying customers who upsize their existing 3/4-inch meter to a one-inch meter. He noted that the cost to qualifying customers would be \$3,116 for the new meter and installation.

Director Polan suggested an amendment to the proposed resolution to allow a replacement dwelling plus ten percent square footage as opposed to five percent. He also expressed concern with the December 31, 2020 timeframe due to potential delays with processing approvals through the California Coastal Commission.

A discussion ensued regarding qualifying customers' ability to prepay for the meters and have them installed before their homes are built, which would allow customers to take advantage of locking in the rate.

Director Lo-Hill moved to amend proposed Resolution No. 2557 to allow for replacement dwellings plus ten percent square footage and extend the credit expiration date through December 31, 2021. Motion seconded by Director Polan.

Director Renger moved to amend proposed Resolution No. 2557 to extend the credit expiration date through December 31, 2021. Motion seconded by Director Polan.

The motion to amend proposed Resolution No. 2557 to extend the credit expiration date through December 31, 2021 carried by the following vote:

AYES: Caspary, Polan, Renger
NOES: Lo-Hill, Lewitt
ABSTAIN: None
ABSENT: None

The motion to amend proposed Resolution No. 2557 to allow for a replacement dwelling plus ten percent square footage failed by the following vote:

AYES: Lo-Hill
NOES: Caspary, Lewitt, Polan, Renger
ABSTAIN: None
ABSENT: None

The motion to approve Item 8A, with modification to Resolution No. 2557 to extend the credit expiration date through December 31, 2021, carried by the following vote:

AYES: Caspary, Lo-Hill, Polan, Renger
NOES: Lewitt
ABSTAIN: None
ABSENT: None

9. INFORMATION ITEMS

A Claim Filed by Michael Steven Hart

General Manager David Pedersen responded to questions regarding the settlement, which was agreed upon with the claimant.

10. NON-ACTION ITEMS

A Organization Reports

None.

B Director's Reports on Outside Meetings

None.

C General Manager Reports

(1) General Business

General Manager David Pedersen reviewed several upcoming events listed on the calendar. He noted that the June 25th Board meeting would be held at 5:00 p.m., which would include the Solar Cup Presentation. He also noted that the Calleguas-Las Virgenes Public Financing Authority Meeting would be held on June 25th at 4:30 p.m., and the JPA meeting would be held on July 1st at 5:00 p.m. He mentioned he would be on vacation the first week of July, and Joe McDermott would cover the JPA meeting in his absence. He also mentioned that a delegation from South Korea would be touring the Westlake Filtration Plant on June 13th.

(2) Follow-Up Items

D Directors' Comments

Director Lo-Hill mentioned that the City of Calabasas Night at Dodger Stadium would be held June 14th.

Board President Lewitt noted there was a brief discussion during the Board's Strategic Planning Session regarding a proposed campaign to promote broader acceptance of drinking tap water. He stated that staff would provide a report regarding the proposed LV Tap campaign at the July 23rd Board Meeting.

11. FUTURE AGENDA ITEMS

None.

12. PUBLIC COMMENTS

None.

13. CLOSED SESSION

A Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(3)) – One Matter

The Board recessed to Closed Session at **10:35 a.m.** and reconvened to Open Session at **11:21 a.m.**

Manuel Serpa, District Counsel, announced that the Board met in Closed Session to receive a report regarding a claim submitted by former District employee Jan Dougall, and the Board voted to reject the claim.

14. OPEN SESSION AND ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **11:21 a.m.**

Jay Lewitt, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:

Charles Caspary, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)



June 25, 2019 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject : MuniTemps Municipal Staffing Solutions: Amendment

SUMMARY:

The District contracts with MuniTemps Municipal Staffing Solutions (MuniTemps) to augment its labor force on a short-term basis when vacancies arise to address operational needs. The contract with MuniTemps has recently reached the General Manager's maximum authority. As a result, staff recommends authorization to amend the agreement with MuniTemps, increasing the amount by \$6,900, from \$36,750 to \$43,650, to fulfill the District's temporary staffing needs for the remainder of Fiscal Year 2018-19.

RECOMMENDATION(S):

Authorize the General Manager to increase the amount of the contract with MuniTemps Municipal Staffing Solution by \$6,900, from \$36,750 to \$43,650, to fulfill temporary staffing needs for the remainder of Fiscal Year 2018-19.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost of this action is \$6,900. Sufficient funds are available in the adopted Fiscal Year 2018-19 Budget for this purpose.

DISCUSSION:

The District contracts with MuniTemps for temporary field staff when vacancies arise and

additional labor is needed on a short-term basis. Temporary workers provide a cost-effective means to address the District's operational needs when full-time employees leave the District or additional coverage is needed for a short-term increase in workload.

The current contract with MuniTemps is through June 30, 2019. The District is currently utilizing one temporary staff member in the Customer Service Division to assist with duties related to the Woolsey Fire. The cost for the services during the current fiscal year has reached the authority of the General Manager. A contract amendment is required to ensure adequate staffing levels through the term of the contract. The proposed amendment will increase the total contract amount by \$6,900, from \$36,750 to \$43,650.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

Prepared by: Darrell Johnson, Customer Service Manager



June 25, 2019 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject : Increase to Annual Purchase Order for National Plant Services

SUMMARY:

Staff is requesting an increase to the annual purchase order with National Plant Services for sewer collection maintenance services for Fiscal Year 2018-19. The current annual purchase order with National Plant Services \$31,000 for the period of July 1, 2018 through June 30, 2019. An increase of \$15,000 is recommended.

RECOMMENDATION(S):

Authorize the General Manager to increase the annual purchase order with National Plant Services by \$15,000, from \$31,000 to \$46,000, for the period of July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The cost of this action is \$15,000. Sufficient funds are available in the adopted Fiscal Year 2018-19 Budget for the services.

DISCUSSION:

The District awarded a one-year purchase order, in the amount of \$31,000, to National Plant Services on June 26, 2018. The award was as part of the annual purchase order approval process. The District utilizes National Plant Services for sewer collection system

maintenance, together with maintenance at the Rancho Las Virgenes Composting Facility and Tapia Water Reclamation Facility. Additional demand for these services during the fiscal year were required due to cleanup activities stemming from the Woolsey Fire.

Actual and projected expenses for National Plant Services for Fiscal Year 2018-19 are expected to exceed the approved purchase order amount by year end. Expenses through June 1, 2019 totaled approximately \$31,000. It is anticipated that additional services needed through fiscal year end will total approximately \$15,000.

GOALS:

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared by: Doug Anders, Administrative Services Coordinator



June 25, 2019 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

**Subject : Resolution No. 2554 Changing the Date of Regular Board Meetings:
Correction**

SUMMARY:

On May 14, 2019, the Board adopted Resolution No. 2554, changing the date of its regular Board meetings to the first and third Tuesdays of each month. The Resolution that was presented for adoption contained a typographical error in the section number and inadvertently omitted existing Subsection (d). A corrected version of Resolution No. 2554 is presented for the Board's consideration.

RECOMMENDATION(S):

Pass, approve and adopt corrected Resolution No. 2554, amending Resolution No. 2468 (Administrative Code) as it relates to the date of regular Board meetings.

CORRECTED RESOLUTION NO. 2554

A RESOLUTION OF THE BOARD OF DIRECTES OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO THE DATE OF DISTRICT MEETINGS

(Reference is hereby made to Resolution No. 2554 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with this action.

DISCUSSION:

On March 12, 2019, the Board adopted Resolution No. 2552, amending Title 2, Chapter 2 of the LVMWD Code related to the rules of order for Board meetings. Section 2-2.109, Regular and Special Meetings, was changed to Section 2-2.110, and Subsection (d) was added to provide for posting of regular, special and adjourned meeting agendas in accordance with the Brown Act.

On May 14, 2019, the Board adopted Resolution No. 2554, changing its regular Board meetings to the first and third Tuesdays of each month. The Resolution that was presented for adoption contained a typographical error in the section number and inadvertently omitted Subsection (d).

Attached are copies of Resolution No. 2552, original Resolution No. 2554 and corrected Resolution No. 2554.

GOALS:

Sustain Community Awareness and Support

Prepared by: Josie Guzman, Executive Assistant/Clerk of the Board

ATTACHMENTS:

Resolution No. 2552

Original Resolution No. 2554

Corrected Resolution No. 2554

RESOLUTION NO. 2552

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF LAS VIRGENES MUNICIPAL WATER DISTRICT
AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE)
AS IT RELATES TO RULES OF ORDER FOR BOARD MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT as follows:**

Section 1. Purpose.

This resolution amends Resolution No. 2468 (Administrative Code), regarding Title 2, Chapter 2, as it relates to rules of order for Board meetings.

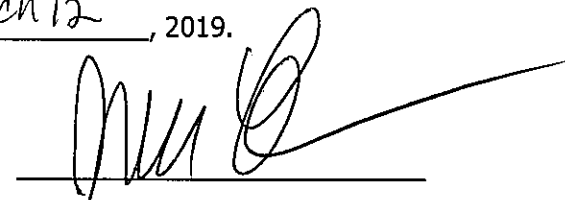
Section 2. Amendment.

Title 2, Chapter 2 of Resolution No. 2468 (Administrative Code) is amended and reenacted as set forth on Exhibit A attached hereto.

Section 3. Other.

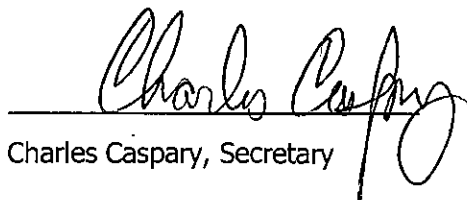
Except as provided herein, Resolution No. 2468 (Administrative Code) is hereby reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on March 12, 2019.



Jay Lewitt, President

ATTEST:



Charles Caspary, Secretary

(Seal)

APPROVED AS TO FORM:



Keith Lemieux, District Counsel

(SEAL)



Article 2 – Rules of Order for Board Meetings

2-2.108 DEFINITIONS

As used in this Article:

- (a) The "Presiding Officer" of the Board shall be the President.
- (b) "Member" shall be one of the five (5) Board member representatives.

2-2.109 MEETINGS: GENERAL

- (a) Meetings of the Board shall be open to the public.
- (b) No action shall be taken by secret ballot.
- (c) The definitions contained in the Brown Act shall be used for this Article.

2-2.110 REGULAR AND SPECIAL MEETINGS

- (a) The Board shall hold regular meetings on the second and fourth Tuesday of each month at the hour of 9 o'clock a.m. at the District's headquarters.
- (b) The President, Vice President or Secretary may call a special meeting upon a twenty-four-hour actual notice to each Director.
- (c) An emergency meeting may be called by a majority of the Board on less than twenty-four-hour notice and without an agenda to deal with disruption or threatened disruption of service by work stoppage, crippling disaster or other event severely impairing public health or safety.
- (d) Notice of all regular, special and adjourned meetings must be provided and posted in accordance with the Brown Act. Seventy-two hours' notice is required for regular meetings; twenty-four hours' notice is required for special meetings. Notices of the meeting shall be posted on-line at LVMWD.com and physically at 4232 Las Virgenes Road, Calabasas, CA 91302

2-2.111 RECORD OF PROCEEDINGS

- (a) Public meetings shall be digitally recorded and the recordings retained for a period of 5 years, and then erased. Closed Sessions shall not be recorded. The Secretary shall prepare written minutes of meetings available

RESOLUTION NO. 2554

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT AMENDING RESOLUTION 2468
(ADMINISTRATIVE CODE) AS IT RELATES TO THE DATE OF DISTRICT
MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT AS FOLLOWS:**

1. Purpose.

The purpose of this resolution is to amend the date for conducting regular meetings of the Board of Directors of the District.

2. Amendment.

2-2.109 of Resolution 2468 is hereby amended as follows:

2-2.109 REGULAR AND SPECIAL MEETINGS

(a) The Board shall hold regular meetings on the first and third Tuesday of each month at the hour of 9 o'clock a.m. at the District's headquarters.

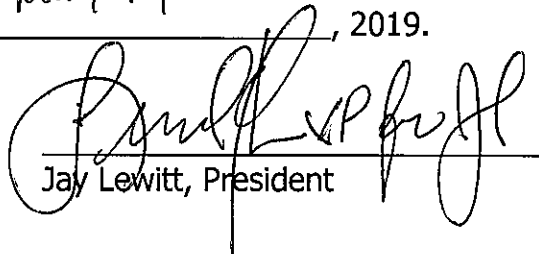
(b) The President, Vice President or Secretary may call a special meeting upon a twenty-four-hour actual notice to each Director.

(c) An emergency meeting may be called by a majority of the Board on less than twenty-four-hour notice and without an agenda to deal with disruption or threatened disruption of service by work stoppage, crippling disaster or other event severely impairing public health or safety.

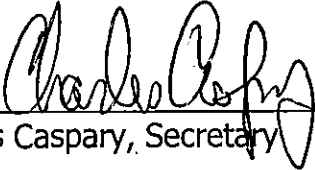
3. Other.

Except as provided herein, Resolution No. 2468 is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on May 14, 2019.

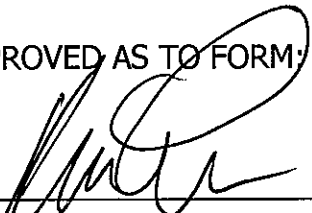

Jay Lewitt, President

ATTEST:



Charles Caspary, Secretary

APPROVED AS TO FORM:



W. Keith Lemieux, District Counsel

[Seal]

CORRECTED

RESOLUTION NO. 2554

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT AMENDING RESOLUTION 2468
(ADMINISTRATIVE CODE) AS IT RELATES TO THE DATE OF DISTRICT
MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAS VIRGENES
MUNICIPAL WATER DISTRICT AS FOLLOWS:**

1. Purpose.

The purpose of this resolution is to amend the date for conducting regular meetings of the Board of Directors of the District.

2. Amendment.

2-2.110 of Resolution 2468 is hereby amended as follows:

2-2.110 REGULAR AND SPECIAL MEETINGS

(a) The Board shall hold regular meetings on the first and third Tuesday of each month at the hour of 9 o'clock a.m. at the District's headquarters.

(b) The President, Vice President or Secretary may call a special meeting upon a twenty-four-hour actual notice to each Director.

(c) An emergency meeting may be called by a majority of the Board on less than twenty-four-hour notice and without an agenda to deal with disruption or threatened disruption of service by work stoppage, crippling disaster or other event severely impairing public health or safety.

(d) Notice of all regular, special and adjourned meetings must be provided and posted in accordance with the Brown Act. Seventy-two hours' notice is required for regular meetings; twenty-four hours' notice is required for special meetings. Notice of the meeting shall be posted on-line at LVMWD.com and physically at 4232 Las Virgenes Road, Calabasas, CA 91302.

3. Other.

Except as provided herein, Resolution No. 2468 is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on _____, 2019.

Jay Lewitt, President

ATTEST:

Charles Caspary, Secretary

APPROVED AS TO FORM:

W. Keith Lemieux, District Counsel

[Seal]



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

REVISION NO. 1

Regular Board Meeting
June 11, 2019
12:00 p.m. – Boardroom

Tuesday, June 11, 2019		
Meeting Schedule		
9:00 AM	L&C	Rm. 2-145
10:30 AM	C&LR	Rm. 2-456
12:00 PM	Board Mtg	Boardroom

MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: Raymond Jay, Senior Resource Specialist, Water Resource Management Group
- (b) Pledge of Allegiance: Director Glen Dake, City of Los Angeles

2. Roll Call

3. Determination of a Quorum

- 4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Government Code Section 54954.3(a))

5. OTHER MATTERS

- A. Approval of the Minutes of the Meeting for May 14, 2019
(A copy has been mailed to each Director)
Any additions, corrections, or omissions
- B. Presentation of Commendatory Resolution for Director Yasdan T. Emrani representing the City of San Fernando
- C. Report on Directors' events attended at Metropolitan expense for month of May
- D. Approve committee assignments
- E. Chairwoman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of activities for the month of May
- B. General Counsel's summary of activities for the month of May
- C. General Auditor's summary of activities for the month of May
- D. Interim Ethics Officer's summary of activities for the month of May

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1** Approve up to \$1.26 million to purchase insurance coverage for Metropolitan's Property and Casualty Insurance Program; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (F&I)

- 7-2** Adopt resolution for Calleguas Annexation No. 103 to Calleguas Municipal Water District and Metropolitan; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (F&I)

- 7-3** Adopt CEQA determination that the proposed action was previously addressed in the certified Environmental Impact Report and related CEQA actions, and authorize: (1) an agreement with the Tides Center in an amount not-to-exceed \$550,000; and (2) an agreement with Dudek in an amount not-to-exceed \$275,000. (E&O)

- 7-4** Express support of the California Resilience Challenge and approve a financial sponsorship of \$200,000 to establish The Metropolitan Water District of Southern California as a Resilience Leader and Steering Committee member; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA. (WP&S)

END OF CONSENT CALENDAR

8. OTHER BOARD ITEMS — ACTION

- 8-1** Approve Metropolitan's Statement of Investment Policy for fiscal year 2019/20, delegate authority to the Treasurer to invest Metropolitan's funds for fiscal year 2019/20, and adopt a resolution authorizing investment of monies in the California State Treasurer's Local Agency Investment Fund; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA. (F&I)
- 8-2** Authorize payment of up to \$696,000 for support of the Colorado River Board and Colorado River Authority for fiscal year 2019/20; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (WP&S) **(Two-thirds vote required)**
- 8-3** Express opposition, unless amended, to SB 1 (Atkins, D-San Diego; Portantino, D-La Canada Flintridge; and Stern, D-Agoura Hills): California Environmental, Public Health, and Workers Defense Act of 2019; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (C&L)
- Revised** **8-4** Express support, ~~if amended,~~ and seek amendments to SB 45 (Allen, D-Santa Monica): Wildfire, Drought, and Flood Protection Bond Act of 2020; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (C&L)

9. BOARD INFORMATION ITEMS

- 9-1** Update on Conservation Program
- 9-2** Information on proposed amendments to the Administrative Code regarding deliveries of member agency water supplies in Metropolitan's system in an emergency. (E&O)

10. OTHER MATTERS

10-1 Department Head Performance Evaluations Process Update

10-2 Ethics Officer Interviews and Authority to Hire
[Evaluation of the candidates for the position of Ethics Officer may be heard in closed session pursuant to Gov. Code § 54957]

11. FOLLOW-UP ITEMS

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

NOTE: Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parentheses at the end of the description of the agenda item e.g., (E&O, F&I). Committee agendas may be obtained from the Board Executive Secretary.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

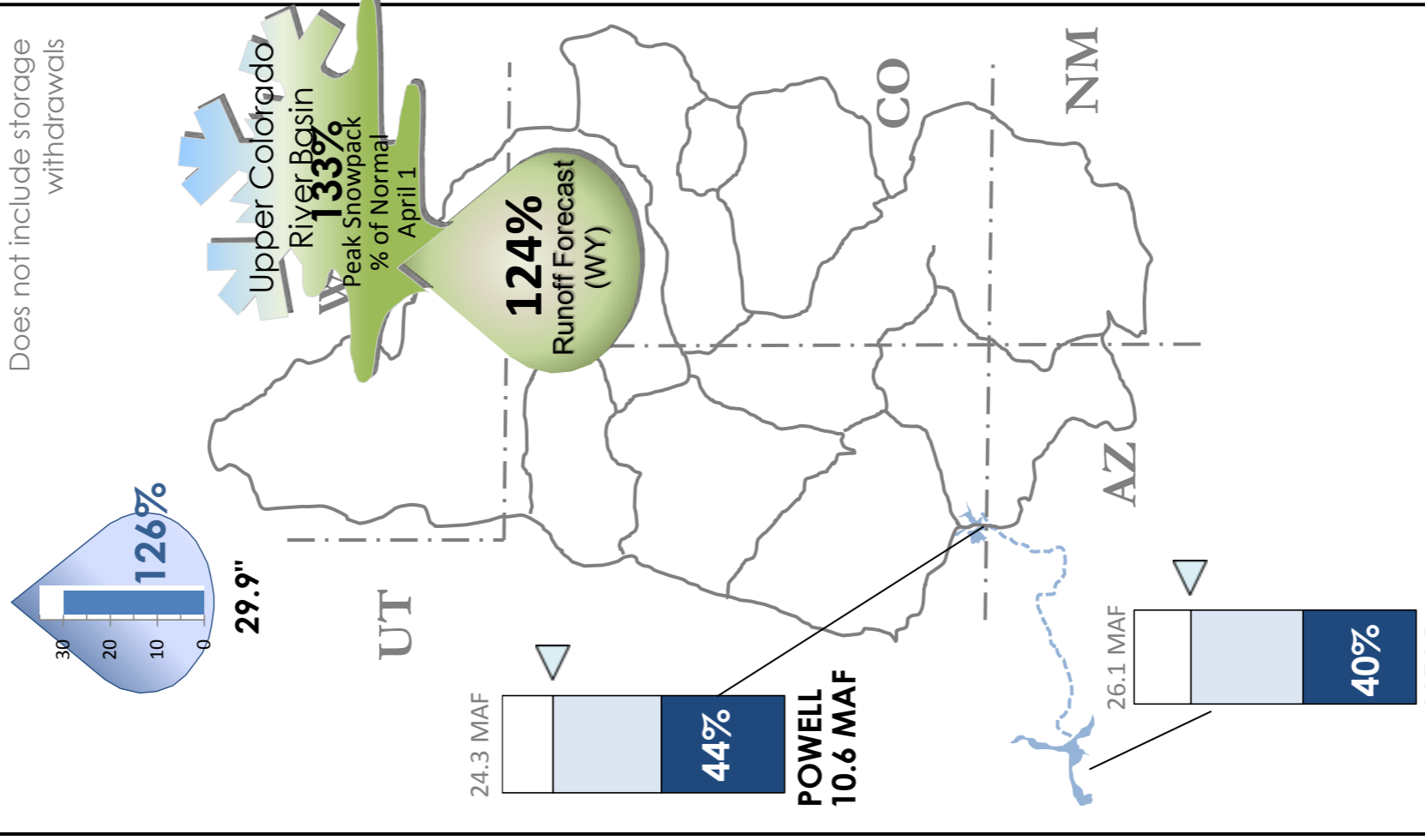
Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

Water Supply Conditions Report

As of: 06/06/2019

2019 Colorado River

972,931 AF
78% of full CRA
Does not include storage withdrawals

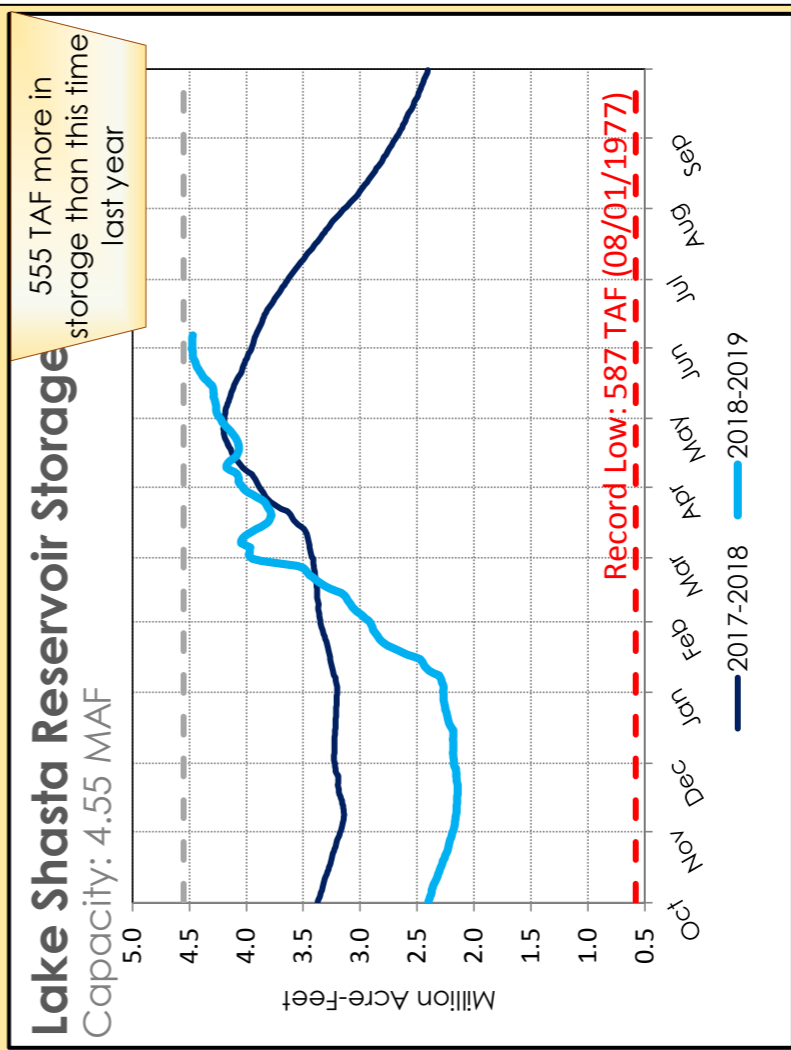
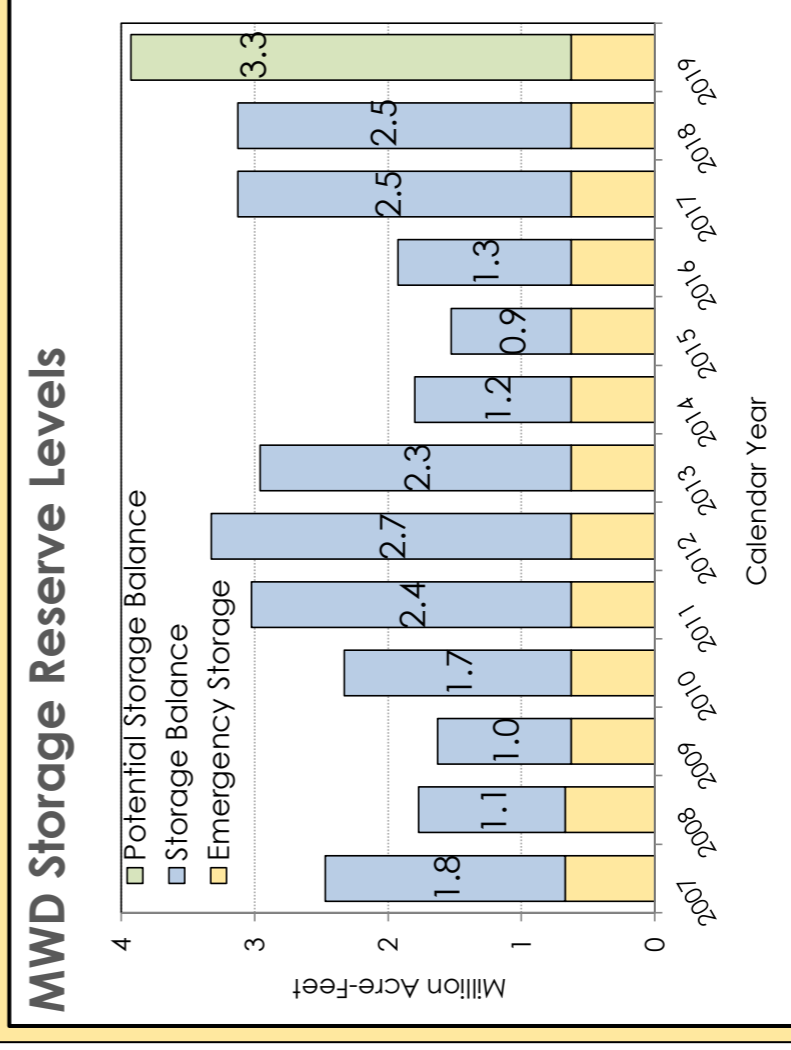
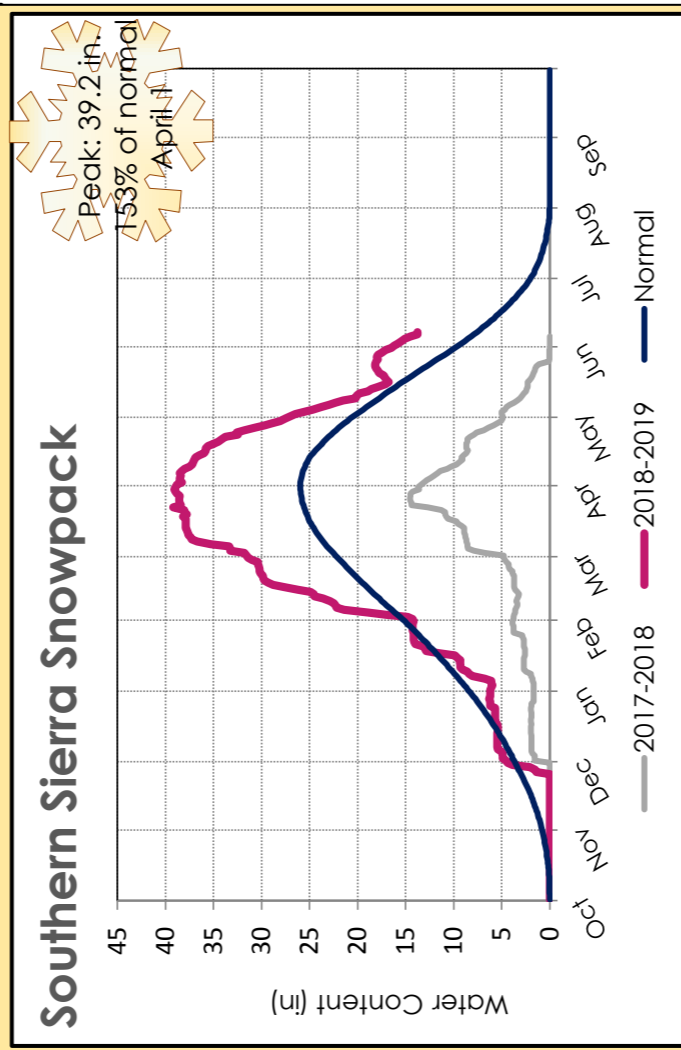
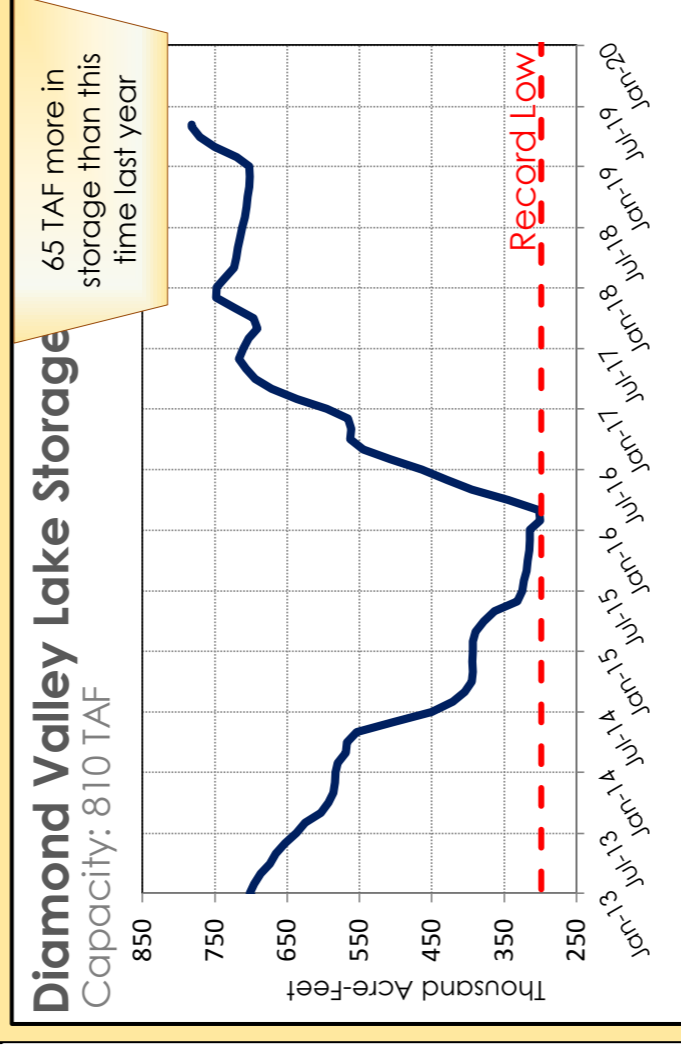


Peak Snowpack % of Normal April 1

Runoff Forecast WY

Highlights

- Northern Sierra snowpack peaked at 163% of April 1 normal
- Sacramento River Runoff forecast is 137% of normal
- Snowpack in the Upper Colorado River Basin peaked at 133% of April 1 normal
- Lake Powell inflow forecast is at 124% of normal



This report is produced by the Water Resource Management and contains information from various federal, state, and local agencies. The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or the most up to date water supply information. Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.

<http://www.mwdh2o.com/WSCR>

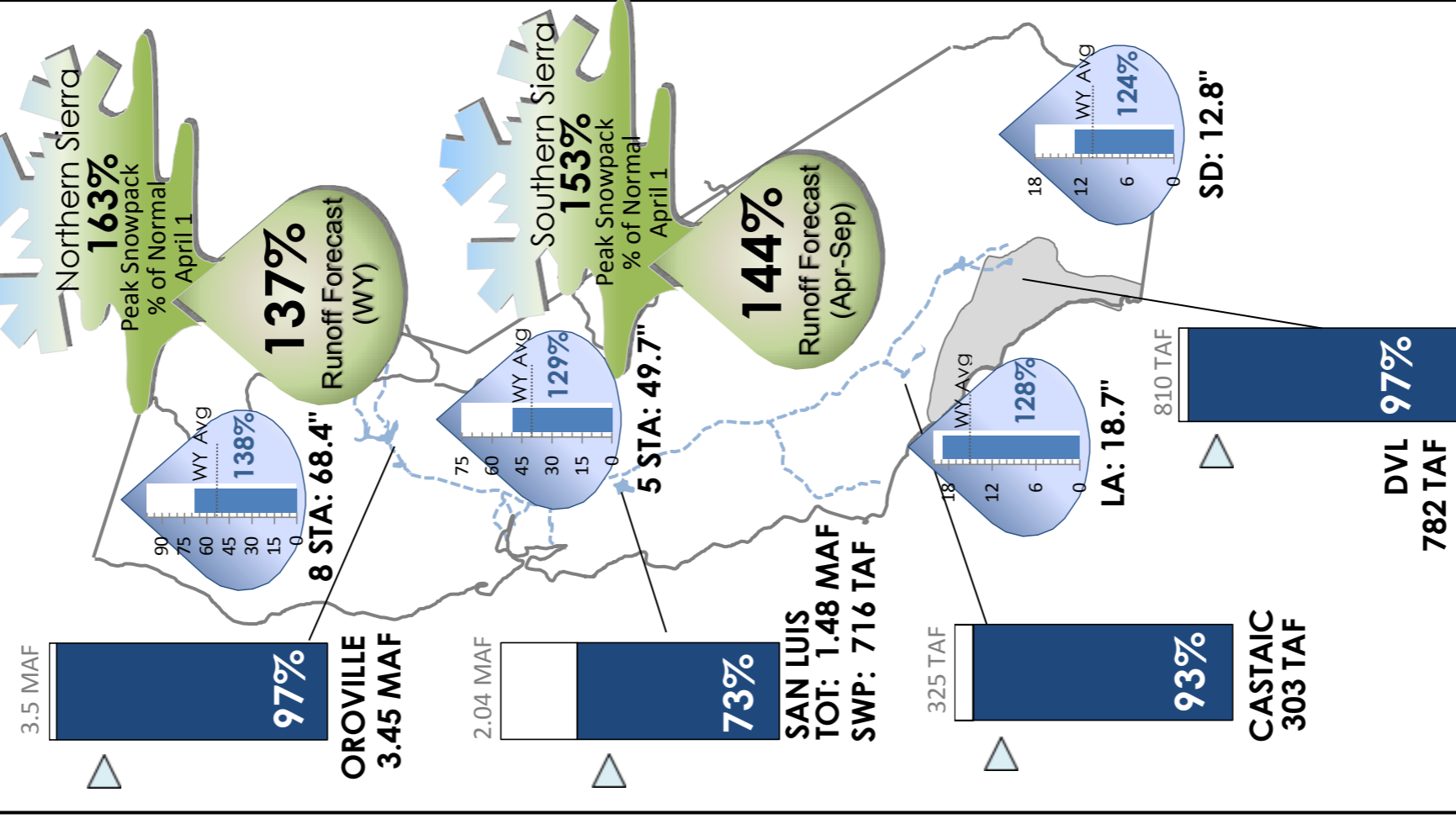
This report is best printed double sided on legal size paper (8.5" x 14") and folded in quarters

Water Supply Conditions Report

As of: 06/06/2019

2019 SWP Allocation

1,338,050 AF
70% of Table A



WY Avg

% Normal WY to Date

Rainfall to Date (in)

Capacity

Average EOM

Current Storage (% Capacity)

Flip Over for CRA Data

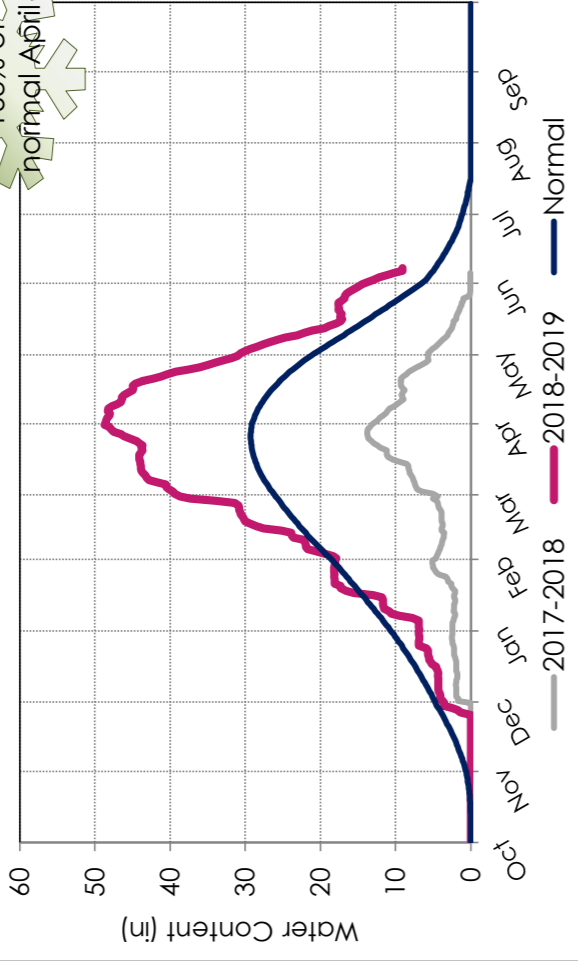
Turn page for more SWP Data

State Water Project Resources

As of: 06/06/2019

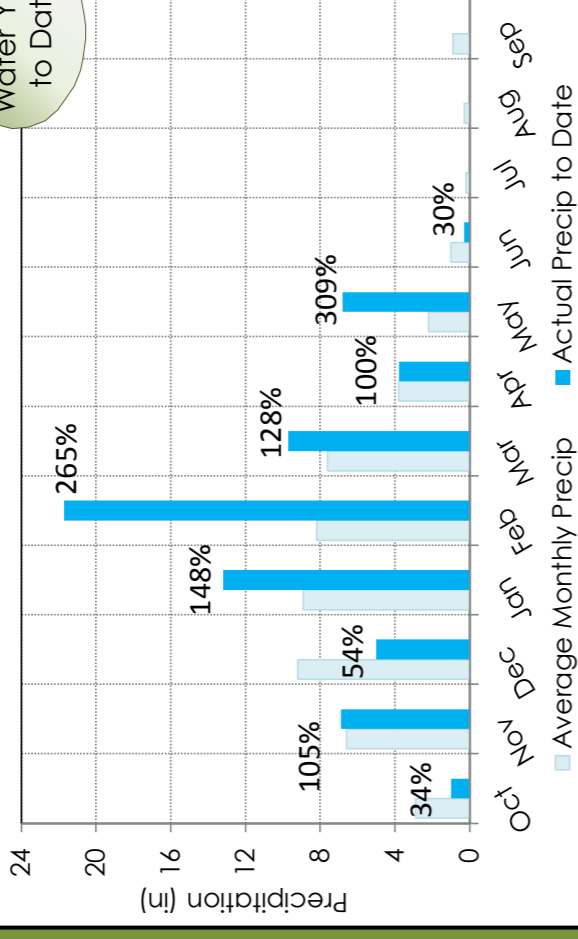
Northern Sierra Snowpack

Peak: 48.7 in.
163% of Normal April 1



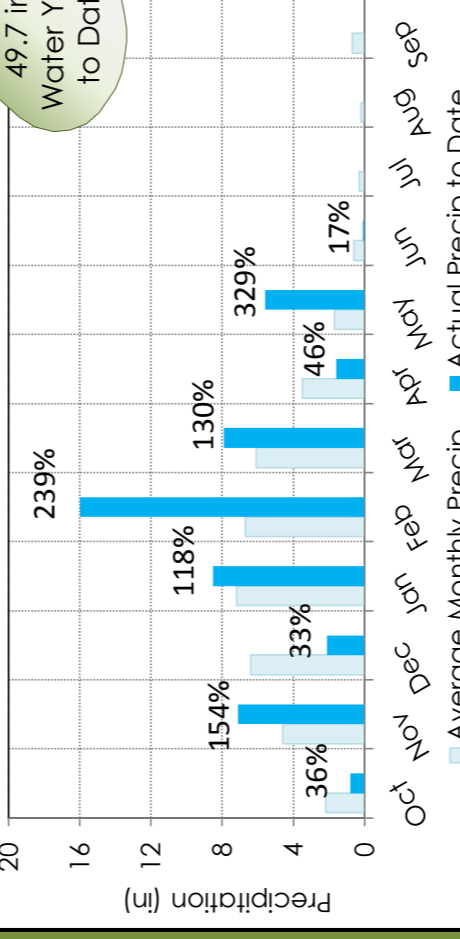
8 Station Index Precip

68.4 in. Water Year to Date



5 Station Index Precip

49.7 in. Water Year to Date

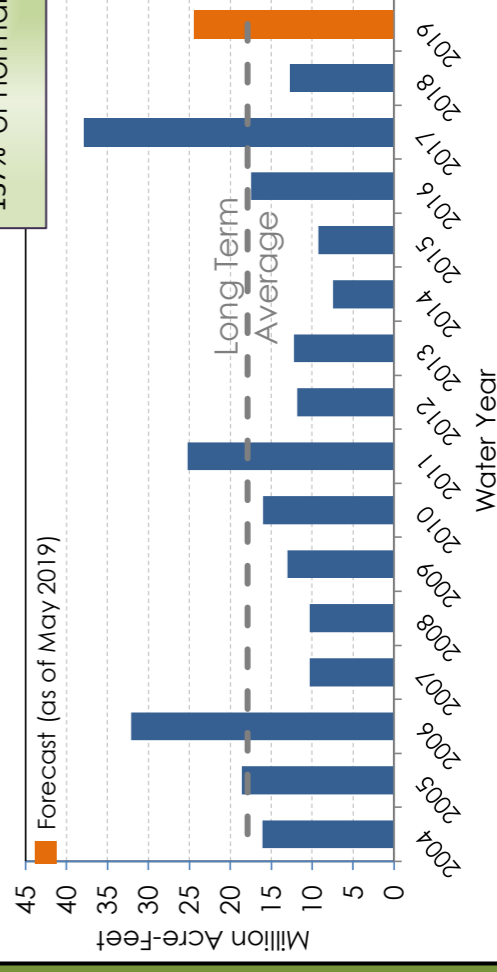


Other SWP Contract Supplies for 2019 (AF)

Article 21	65,000
Carryover	93,000

Sacramento River Runoff

WY 2019
137% of normal

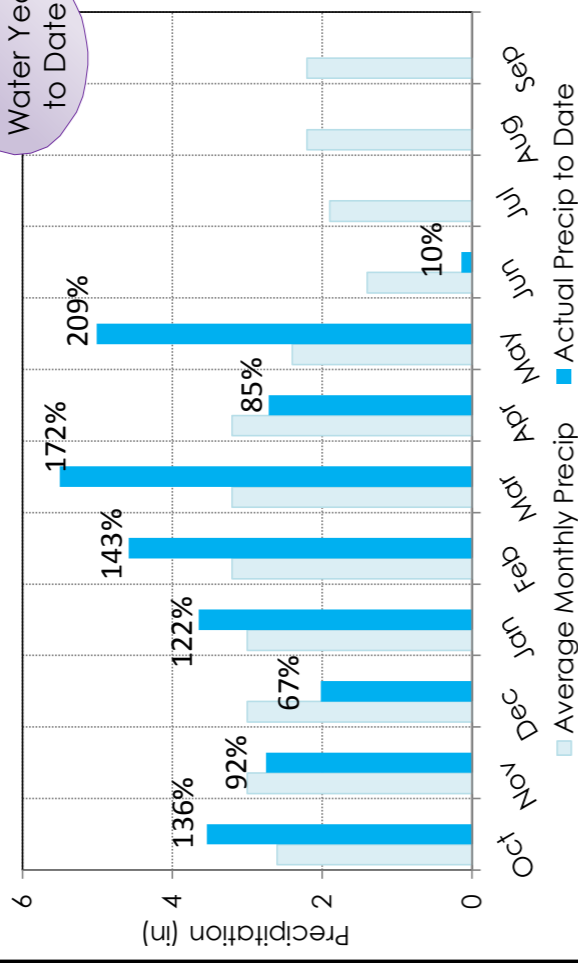


Colorado River Resources

As of: 06/06/2019

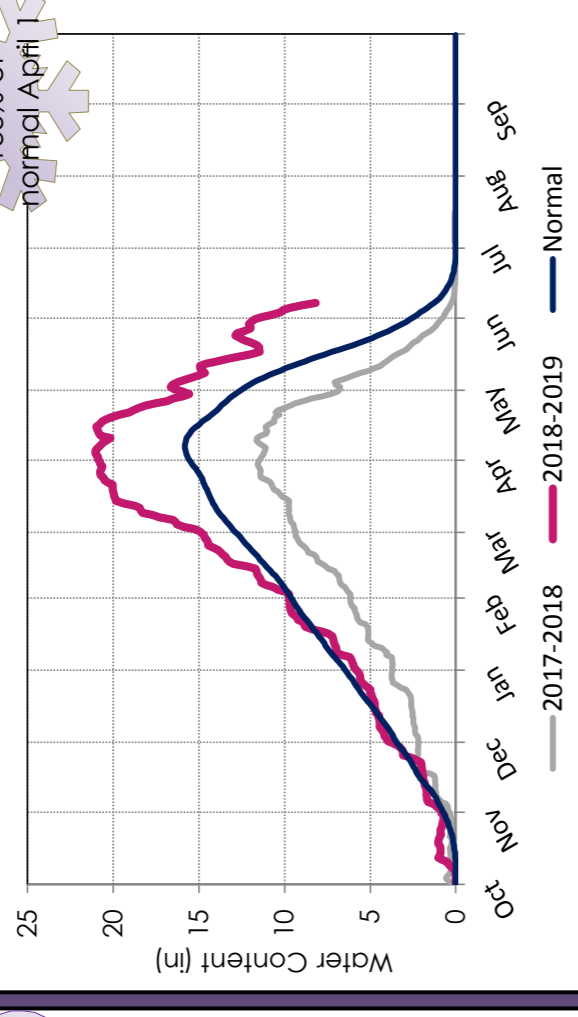
Upper Colorado Basin Precip

29.9 in. Water Year to Date

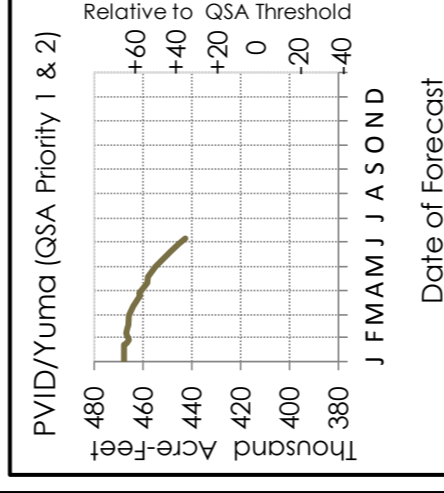


Upper Colorado Basin Snowpack

Peak: 21.1 in.
133% of Normal April 1



2018 Colorado River Ag Use



Lake Powell Storage

2.34 MAF less in storage than this time last year

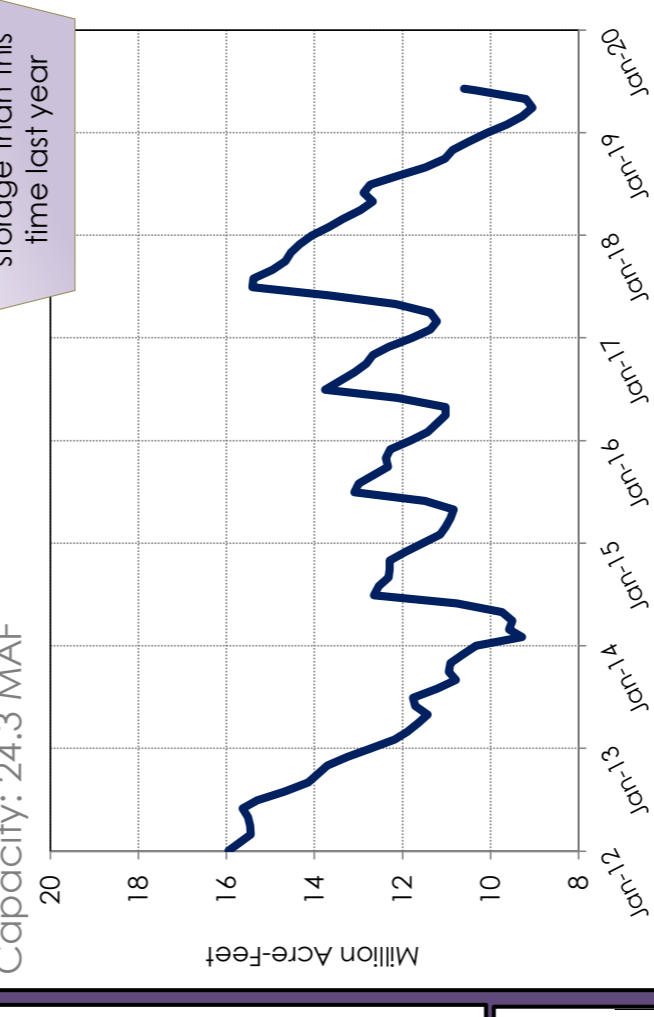
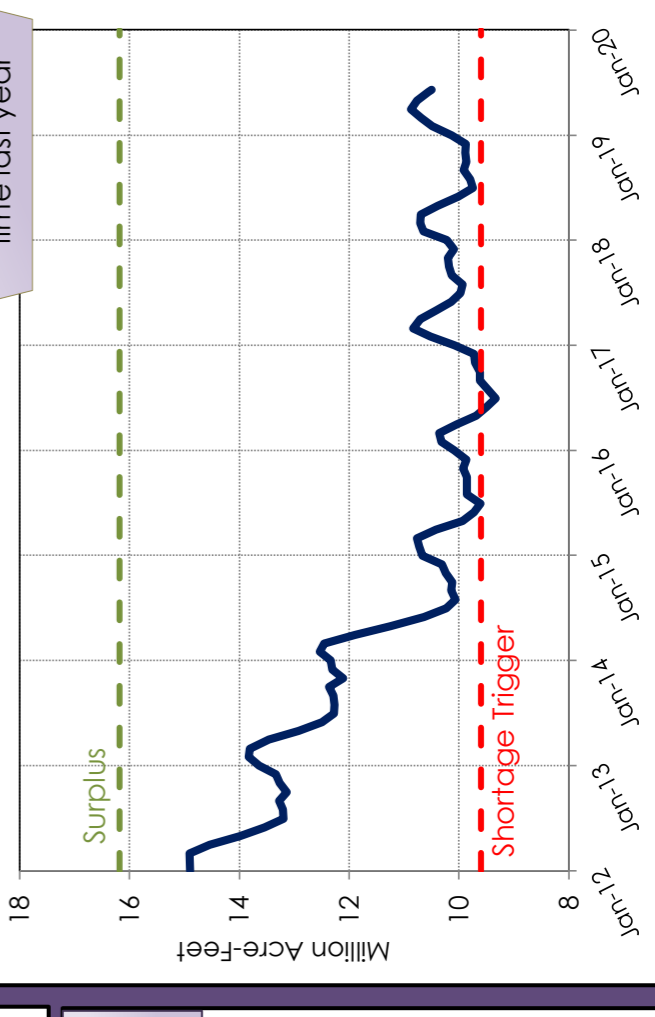


Table Pending

Lake Mead Shortage/Surplus Outlook

Lake Mead Storage

539 TAF more in storage than this time last year

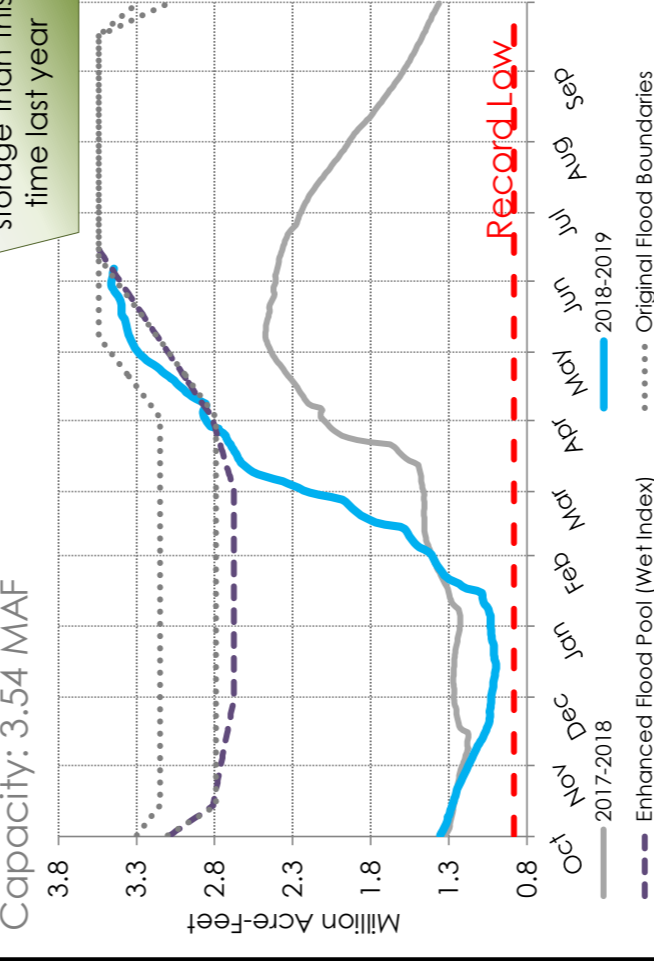


State Water Project Resources

As of: 06/06/2019

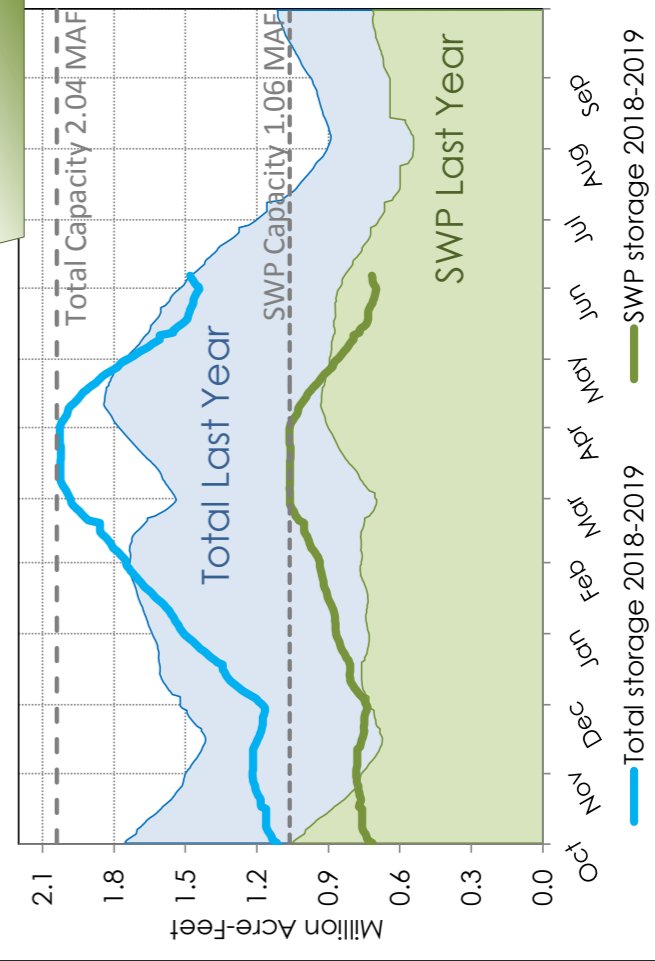
Oroville Reservoir Storage

1.05 MAF more in storage than this time last year



San Luis Reservoir Storage

116 TAF less in SWP storage than this time last year





June 25, 2019 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject : Emergency Interconnection with Los Angeles County Waterworks District No. 29, Malibu: Approval of Term Sheet and Authorization to Execute Agreement

SUMMARY:

Emergency interconnections with neighboring water agencies are important infrastructure improvements to enhance resiliency for natural disasters that can interrupt an agency's normal source of water supply. The District has several small interconnections with Los Angeles County Waterworks District No. 29, Malibu (WWD No. 29); however, none of them provide sufficient capacity to serve more than a very localized area. For several decades, District staff and WWD No. 29 representatives have discussed a large proposed interconnection that could provide a backup supply of water to Malibu and Topanga.

Attached are a term sheet and draft agreement for an emergency interconnection between the District and WWD No. 29. The District would only provide emergency water to WWD No. 29 when sufficient flow and pressure are available and after the District has met the needs of all its customers. WWD No. 29 would be responsible for all costs to plan, design and construct the emergency interconnection. Staff recommends approval of the term sheet and authorization to execute an agreement, in a form approved by District Counsel, for the emergency interconnection.

Mark Pestrella, Director of Los Angeles County Department of Public Works, will attend the meeting to speak in support of the emergency interconnection. Representatives of the Los Angeles County Fire Department and City of Malibu have been also been invited to attend the meeting and provide their feedback.

RECOMMENDATION(S):

Approve the term sheet and authorize the General Manager to execute an agreement, in a form approved by District Counsel, for an emergency interconnection with Los Angeles County Waterworks District No. 29, Malibu.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with this action. WWD No. 29 would be responsible for all costs to plan, design and construct the emergency interconnection. The District would be reimbursed for water supplied through the interconnection at temporary service rates in accordance with the LVMWD Code.

DISCUSSION:

Background:

Emergency interconnections with neighboring water agencies are important infrastructure improvements to enhance resiliency for natural disasters that can interrupt an agency's normal source of water supply. Typically, emergency water supply is conveyed from one agency to another through such an interconnection upon request and provided that the supplying agency can accommodate the request without detrimentally affecting its own customers. Reimbursement for the emergency water supply is normally provided based on the supplying agency's rules and regulations. The District currently has emergency interconnections with Los Angeles Department of Water and Power, Oak Park Water Service, California Water Service Company, Ventura County Waterworks District No. 17, the City of Simi Valley and WWD No. 29. The existing interconnections with WWD No. 29 are small and only provide sufficient capacity for a localized area. The District is also preparing to construct a major interconnection with Calleguas Municipal Water District.

About Los Angeles County Waterworks District No. 29, Malibu:

WWD No. 29 was formed in 1959 and provides water service to approximately 8,350 customers in the City of Malibu and unincorporated area of Topanga. The source of supply for WWD No. 29 is imported water from Metropolitan Water District of Southern California (MWD) purchased through West Basin Municipal Water District. A 35-mile-long transmission main, constructed in the 1960s, conveys purchased water from an interconnection with MWD near Sawtelle and Venice Boulevards in Culver City to Nicholas Beach (see attached Map of WWD No. 29 Transmission Main). Although the transmission main is in relatively good condition for its age, the pipeline traverses some very challenging areas, including the Big Rock Mesa Slide Area. As a result, WWD No. 29 is vulnerable to service interruptions that would be associated with damages to the 30-inch transmission main. A backup source of water supply through a sizable emergency interconnection would significantly improve water supply reliability for WWD No. 29.

Proposed Emergency Interconnection with WWD No. 29:

For several decades, District staff and WWD No. 29 representatives have discussed the possibility of a large interconnection that could provide a backup supply of water to Malibu and

Topanga. Originally, the interconnection proposal was not limited to emergency supply and, therefore, resulted in concerns with additional peak demand on the District's Seminole Subsystem. A hydraulic analysis of the subsystem showed that the additional demand would contribute to a storage and pumping deficiency. As a result, discussions of a non-emergency interconnection did not advance.

In recent years, there has been renewed interest in the interconnection proposal but with the more focused purpose of providing an emergency supply of water. Emergency water supply would be provided by the District to WWD No. 29 only when flow and pressure conditions allowed and after all of the District customers' demands were met. The District would provide no guarantee of any flow rate but would make its best effort to provide water if and when requested.

WWD No. 29 would construct approximately one mile of 12-inch pipeline along Encinal Canyon Road to connect with a District-owned 10-inch water main near the District's southern boundary (see attached Map of Interconnection Location). In addition, WWD No. 29 would construct a pressure reducing station and metering station for the interconnection. The metering station and portions of the newly-installed pipeline upstream of it would be constructed to District standards and dedicated at no cost to the District upon completion. The pressure reducing station and downstream pipeline would be owned and operated by WWD No. 29.

Benefits of Interconnection to Las Virgenes Municipal Water District:

Although the proposed interconnection is intended convey water in only one direction, from the District to WWD No. 29, it is expected to provide a water quality benefit to the District. Currently, the District-owned water main along Encinal Canyon Road consists of 2.5 miles of 10-inch pipeline with little or no demand. As a result, staff routinely experiences difficulty maintaining an adequate chlorine residual in the pipeline. Frequent flushing of large volumes of water is necessary to maintain water quality. The proposed interconnection would allow for the District to induce a small "water quality maintenance flow" at the distant end of the pipeline. Based on the proposed Term Sheet and draft agreement, WWD No. 29 would accept the "water quality maintenance flow" provided that it does not compromise the quality of water supplied to its customers. Given the anticipated benefit to the District, staff proposes that the "water quality maintenance flow" be billed using a 1.0 multiplier in lieu of 1.5 for temporary service rates. This provision would have the added benefit of ensuring that cost is not a deterrent to WWD No. 29 in accepting the "water quality maintenance flow".

Key Elements of Term Sheet and Draft Agreement:

Following is a summary of the key elements of the term sheet and draft agreement:

- The District would provide emergency water to WWD No. 29 when its flow and pressure allow and after meeting all the demands of its customers.
- No guarantee of any flow rate would be provided, but the District would make its best effort to provide the requested water if capacity is available.
- The District may request to activate the interconnection to supply a continuous flow of up to 50 gallons per minute for water quality maintenance purposes, and WWD No. 29 shall cooperate with such request and accept the "water quality maintenance flow" provided it does not compromise the quality of water provided to its customers.
- The District would bill WWD No. 29 monthly based on temporary potable water service

rates pursuant to the LVMWD Code, except that the "water quality maintenance flow" would be billed using a 1.0 multiplier in lieu of 1.5 for temporary service rates.

- The District would own and maintain the meter, which would be tested and calibrated annually.
- All facilities upstream of the meter would be owned and operated by the District, and all facilities downstream of the meter would be owned and operated by WWD No. 29.
- WWD No. 29 would fund and construct all improvements necessary to effectuate the interconnection and would dedicate the metering structure and any facilities upstream of the meter to LVMWD free of charge.
- WWD No. 29 would act as the lead agency for preparation of required environmental documents; the District would be a responsible agency.

GOALS:

Provide Safe and Quality Water with Reliable Services

Prepared by: David W. Pedersen, General Manager

ATTACHMENTS:

Term Sheet for Emergency Interconnection
Draft Emergency Interconnection Agreement
Map of WWD No. 29 Transmission Main
Map of Interconnection Location

LAS VIRGENES MUNICIPAL WATER DISTRICT (LVMWD)/
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU (WWD #29)
EMERGENCY INTERCONNECTION
PROPOSED KEY AGREEMENT TERMS

1. Availability of Water

- LVMWD will provide emergency water to WWD #29 when its flow and pressure conditions allow and while still meeting the water needs of its own customers. There will be no guarantee of any flow rate, but if capacity is available, LVMWD will make its best effort to provide the requested water.
- LVMWD may request to activate the interconnection to supply a continuous flow of up to 50 gallons per minute to WWD #29 for water quality maintenance purposes. WWD #29 shall cooperate with LVMWD to activate the interconnection for such a purpose and accept the "water quality maintenance flow" provided it does not compromise the quality of water served to its customers.
- Requests for emergency water will be submitted in writing (e-mail acceptable) to a designated LVMWD employee. The request will contain the requested flow rate, desired start time, and estimated duration of the delivery. LVMWD will confirm estimated availability of the requested water. If necessary, the request and response may be communicated verbally by phone and followed up later in writing.

2. Costs and Metering

- When the interconnection is activated, LVMWD shall bill WWD #29 monthly for water delivered through the metering device in accordance with its applicable potable water temporary service rates pursuant to the Las Virgenes Municipal Water District Code, except that "water quality maintenance flow" shall be billed using a 1.0 multiplier in lieu of 1.5 for temporary service rates.
- Meter reads will be taken on the last working day of any month in which water has been delivered.
- LVMWD shall own and maintain the meter which measures water delivered to WWD #29. LVMWD shall calibrate and test all metering components a minimum of once annually, providing a copy of the associated test and calibration report to WWD #29 to confirm accuracy of plus or minus two percent ($\pm 2.0\%$). If the calibration discloses an error exceeding plus or minus two percent ($\pm 2.0\%$), an adjustment shall be made in metered charges, covering the known or estimated extent and period of duration of such error up to a six-month period.
- Access to real-time meter data, if any, shall be made available to WWD #29.

3. Location and Ownership of Facilities

- The meter shall be located as close to the LVMWD/WWD #29 boundary as reasonably feasible and capable of measuring the range of flows expected through the interconnection.

- All facilities upstream of the meter, including the meter itself, shall be owned and operated by LVMWD. All facilities downstream of the meter, including the pressure reducing station, shall be owned and operated by WWD #29.

4. Allocation of Capital Costs/Responsibilities

- WWD #29 shall fund and construct all improvements necessary to effectuate the interconnection and shall dedicate the metering structure and any facilities upstream of the meter to LVMWD free of charge.
- All facilities proposed for dedication to LVMWD shall be designed and constructed to its standards.
- WWD #29 shall provide LVMWD with preliminary and final versions of the plans and specifications for the interconnection and incorporate comments provided by LVMWD.
- WWD #29 will amend its permit with SWRCB Division of Drinking Water to reflect the interconnection. LVMWD will provide WWD #29 with all necessary information to comply with drinking water quality regulations.

5. Water Quality

- LVMWD makes no guarantees as to the quality of the water supplied via the interconnection.

6. CEQA Environmental Document

- WWD #29 will act as the lead agency in the preparation of CEQA environmental documents for the proposed interconnection project. LVMWD will be a responsible agency.

7. Other Typical Agreement Elements

- Entire Agreement
- No Inducement
- Partial Invalidity
- Modification Only in Writing
- Notification
- Termination - 25 year term, may be extended upon mutual agreement of the parties
- Incorporation of recitals
- Representation by counsel
- Joint drafting
- California Law
- Interpretation
- No Waiver
- Counterparts

FOR DISCUSSION PURPOSES ONLY

- Authority
- Headings
- Mutual Indemnification

**AGREEMENT BETWEEN LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29, MALIBU, AND THE
LAS VIRGENES MUNICIPAL WATER DISTRICT
FOR EMERGENCY INTERCONNECTION BETWEEN
THEIR POTABLE WATER SYSTEMS**

THIS AGREEMENT, made and entered into this ____ day of ____ 2019, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, duly authorized pursuant to Division No. 16 of the Water Code, Section 55000, et seq., (hereinafter referred to as WWD29), and the LAS VIRGENES MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911, as amended, (hereinafter referred to as LVMWD). WWD29 and LVMWD shall hereinafter be referred to individually as PARTY and collectively as PARTIES.

RECITALS

WHEREAS, the PARTIES deliver potable water to their respective service areas; and

WHEREAS, the PARTIES' potable water systems are subject to scheduled and unscheduled interruptions of water deliveries that can negatively impact the PARTIES' ability to deliver potable water to their respective customers; and

WHEREAS, WWD29 has requested an emergency connection with LVMWD to improve system reliability and promote emergency preparedness and disaster response; and the PARTIES have determined that an emergency interconnection (INTERCONNECTION) between their potable water systems would be of benefit and wish to pursue the concept through completion; and

WHEREAS, WWD29 will perform environmental review, preliminary design, final design and construction of the INTERCONNECTION.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and agreements set forth herein, the PARTIES agree as follows:

1. PURPOSE AND INTENT

- a. The Parties intend to construct the INTERCONNECTION between the potable water systems to allow WWD29 to continue to receive potable water for its customers from LVMWD if their supply of water is interrupted. The PARTIES acknowledge and agree that the INTERCONNECTION is not intended as a dedication or commitment of the water supply of either PARTY to service the other PARTY but is intended to provide a mechanism for delivering potable water under certain circumstances as provided herein.

- b. The INTERCONNECTION would include pipelines, a pressure regulating station (PRS), flow meter, metering device, and related appurtenances and facilities.
- c. This AGREEMENT sets forth the terms by which the PARTIES will cooperate in the preparation of design documents and environmental review under the California Environmental Quality Act (CEQA) for the INTERCONNECTION.

2. PHASE I: ENVIRONMENTAL REVIEW AND PRELIMINARY DESIGN

2.1 Generally

Phase I of this AGREEMENT consists of environmental review and preliminary design of the proposed INTERCONNECTION as set forth in Sections 2.2 and 2.3.

2.2 Environmental Review

- a. WWD29 will act as the lead agency in the preparation of CEQA environmental documents for the INTERCONNECTION. LVMWD will be a responsible agency with respect to the INTERCONNECTION.
- b. WWD29 will retain a consultant to prepare and circulate a CEQA Initial Study on the INTERCONNECTION. The selected consultant shall also prepare the necessary level of CEQA documents as determined by the Initial Study. LVMWD shall have the opportunity to review and comment on the consultant's scope of work and proposal.
- c. LVMWD shall provide WWD29 and the selected consultant with all information necessary regarding LVMWD and its facilities to prepare the CEQA documents.
- d. LVMWD shall retain the right to review and approve the deliverables before finalization of the CEQA documents.
- e. Each PARTY will consider the CEQA documents and reach its own conclusions on whether and how to approve the INTERCONNECTION. The PARTIES acknowledge and agree that without CEQA compliance they will not proceed with construction or implementation of the INTERCONNECTION.
- f. WWD29 shall bear the cost of the environmental review, including the selected consultant fees and all other costs and expenses of preparation and submission of the CEQA documents.

2.3 Preliminary Design

- a. WWD29 shall pay for the preparation of a preliminary design for the Emergency Interconnection improvements, as follows:
 - (1) WWD29 shall plan, design, permit, construct, own, operate, maintain, and pay for the pipelines, appurtenances, and PRS located on its downstream side of the meter.
 - (2) WWD29 shall plan, design, permit, construct and pay for the pipeline, appurtenances, and flow meter located on the upstream side of the meter, together with the metering device, all of which shall be owned, operated, and maintained by LVMWD.
 - (3) Facilities to be dedicated to LVMWD shall be designed and constructed to LVMWD standards.
 - (4) The flow meter and metering device shall be located as close to WWD29 and LVMWD boundary as possible and capable of accurately measuring the range of flows expected through the INTERCONNECTION.
 - (5) WWD29 shall provide LVMWD preliminary plans, final plans and specifications for the INTERCONNECTION, and incorporate LVMWD comments.
 - (6) LVMWD shall ensure that its preliminary design review is completed in sufficient time to enable the consultant performing environmental review to complete its work in accordance with a mutually agreeable schedule.

3. PHASE II: DESIGN AND CONSTRUCTION

- a. Upon successful completion of Phase I, the PARTIES shall proceed with the design and construction of the INTERCONNECTION in accordance with this Section 3.
- b. At WWD29's expense, WWD29 shall complete the final design and construct the pipelines, appurtenances, PRS, flow meter and metering device.
- c. Each PARTY will own, operate, and maintain the pipelines and related improvements located on its side of the flow meter. LVMWD will own, operate, and maintain all pipeline and appurtenances upstream of the meter and the meter itself, and WWD29 shall dedicate such improvements to LVMWD at no cost to LVMWD. WWD29 will own,

operate, and maintain the PRS, pipeline, and appurtenances downstream of the flow meter.

- d. WWD29 will amend its permit with the State Water Resources Control Board Division of Drinking Water. LVMWD will provide WWD29 with all necessary information to comply with drinking water quality regulations.

4. TERMS OF USE

4.1 Availability of Water

- a. LVMWD will provide emergency water to WWD29 through the INTERCONNECTION when its flow and pressure conditions allow and while still meeting the water needs of its own customers. There will be no guarantee of any flow rate, but if capacity is available, LVMWD will make its best effort to provide water as and when requested to do so.
- b. LVMWD may request to activate the INTERCONNECTION to supply a continuous flow of up to 50 gallons per minute to WWD29 for water quality maintenance purposes. WWD29 shall cooperate with LVMWD to activate the INTERCONNECTION for such a purpose and accept the water quality maintenance flow provided it does not compromise the quality of water served to its customers.
- c. Requests for emergency water shall be submitted in writing (e-mail is acceptable) delivered to a designated LVMWD employee. The written request shall include the requested flow rate, desired start time, and estimated duration of the delivery. LVMWD will confirm in writing (e-mail is acceptable) the estimated availability of the requested water. If necessary, the request and response may be communicated verbally by phone and followed up later in writing.

4.2 Costs and Metering

- a. When the INTERCONNECTION is activated, LVMWD shall bill WWD29 monthly for water delivered through the metering device in accordance with its applicable potable water temporary service rates pursuant to the LVMWD Code, except that water supplied pursuant to Section 4.1 b. for water quality maintenance purposes shall be billed using a 1.0 or 100% multiplier in lieu of 1.5 or 150% for temporary service rates.
- b. Meter reads will be taken on the last working day of any month in which water has been delivered.

- c. LVMWD shall own and maintain the meter that measures water delivered to WWD29. LVMWD shall calibrate and test all metering components a minimum of once annually, providing a copy of the associated test and calibration report to WWD29 to confirm accuracy of plus or minus two percent ($\pm 2\%$). If the calibration discloses an error exceeding plus or minus two per cent ($\pm 2\%$), an adjustment shall be made in metered charges, covering the known or estimated extent and period of duration of such error up to a 6-month period.
- d. Signals for access to real-time meter data, if any, shall be made available to WWD29.

4.3 No Liability

Neither PARTY shall be responsible or liable to the other PARTY, or to any other person or entity, for any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this AGREEMENT or any interruption or suspension of water delivery to the other PARTY pursuant to this AGREEMENT.

4.4 No Warranty

Subject to each PARTY'S obligation to comply with applicable law as provided herein, neither PARTY represents nor warrants the quality, quantity, or flow rate of any water available at any time through the INTERCONNECTION. WWD29 shall be responsible for verifying, to its satisfaction, the quality of water entering its system and ensuring that the integration of such water with its system does not cause any water quality issues. If WWD29 becomes aware that the water provided by such PARTY fails to comply with the State Water Resources Control Board Division of Drinking Water potable water regulations and requirements, it shall immediately notify LVMWD.

4.5 Compliance with Laws

Each PARTY is responsible for obtaining and maintaining all required permits and complying with all applicable laws, rules, and regulations relating to the construction, maintenance, repair, ownership, operation, and maintenance of the INTERCONNECTION facilities for which that PARTY is responsible as set forth in this AGREEMENT.

4.6 Protection of Facilities

If any occurrence or condition during operation, maintenance, or repair of the INTERCONNECTION threatens, in the reasonable judgment of a PARTY (AFFECTED PARTY), the integrity or operational capacity of the AFFECTED

PARTY'S facilities, the AFFECTED PARTY may suspend operation, maintenance, or repair of the INTERCONNECTION or take such other action as the AFFECTED PARTY deems reasonably necessary to protect its facilities. The AFFECTED PARTY shall give as much notice as reasonably possible to the other PARTY of the action taken or proposed to be taken.

4.7 Indemnity

- a. WWD29 agrees to defend, indemnify, and hold harmless the LVMWD, its elected officials, directors, officers, agents, employees, and volunteers (LVMWD INDEMNITIES) from and against any and all liability, loss, damage, claims, actions, fees, costs, and expenses (including reasonable attorneys' fees), arising out of or related to the negligent acts, errors, or omissions of WWD29, its elected officials, directors, officers, agents, employees, and volunteers arising from or related to this AGREEMENT, except for loss or damage arising from the sole negligence or willful misconduct of the LVMWD INDEMNITIES.
- b. LVMWD agrees to defend, indemnify, and hold harmless the County of Los Angeles, its special districts, including, but not limited to, WWD29, its elected officials, officers, agents, employees, and volunteers (COUNTY INDEMNITIES) from and against any and all liability, loss, damage, claims, actions, fees, costs, and expenses (including reasonable attorneys' fees), arising out of or related to this AGREEMENT, except for loss or damage arising from the sole negligence or willful misconduct of the COUNTY INDEMNITIES. Notwithstanding the foregoing, this obligation to indemnify shall not apply to any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this AGREEMENT or any interruption or suspension of water delivery to the other PARTY pursuant to this AGREEMENT as provided in Section 4.3.
- c. With respect to water delivered from LVMWD, the following shall apply: neither LVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied or delivered by LVMWD to WWD29 after such water has been delivered to WWD29; nor for claim of damage of any nature whatsoever, including, but not limited to, consequential damages, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond the point at such delivery; and WWD29 shall indemnify and hold harmless LVMWD and its officers, agents, and employees from any such damages or claims of damages and shall reimburse LVMWD for costs of repair of facilities and other damages resulting from the operations of

WWD29. Neither WWD29 nor any of its elected officials, directors, officers, agents, employees, or volunteers shall be liable for the control, carriage, handling, use, disposal, or distribution of water prior to such water being delivered to WWD29; nor for claim of damage of any nature whatsoever, including, but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water prior to its delivery to WWD29, excepting, however, claims by LVMWD for costs of repair to LVMWD' facilities and other damages resulting from the operations of WWD29; and LVMWD shall indemnify and hold harmless WWD29 and its officers, agents, and employees from any such damages or claims of damages, except claims by LVMWD for costs of repair of LVMWD' facilities and other damages resulting from the operations of WWD29.

5. ENTIRE AGREEMENT

This AGREEMENT supersedes any prior agreements, negotiations, and communications, oral or written, regarding its subject matter and contains the entire AGREEMENT between the PARTIES relating thereto.

6. NO INDUCEMENT

Each PARTY acknowledges to the other that no one (including, without limitation, any PARTY or any agent or attorney of any PARTY) has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this AGREEMENT, and each PARTY acknowledges that it has not executed this AGREEMENT in reliance on any promise, representation, or warranty not contained herein.

7. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

8. MODIFICATION ONLY IN WRITING

This AGREEMENT may only be changed by written amendment signed by both PARTIES. Any oral representations or modifications concerning this AGREEMENT shall be of no force or effect.

9. NOTIFICATION

Unless and until changed by notification given in accordance with this Section 9, any notice, demand, or request to be given under or pursuant to this AGREEMENT

shall be given in writing at the physical addresses set forth by personal service; overnight courier; or registered or certified, first class mail, return receipt requested:

If to WWD29: Attention Assistant Deputy Director
Los Angeles County Waterworks Districts
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

If to LVMWD: Attention General Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road, 4th Floor
Calabasas, CA 91302-1994

E-mail is also an acceptable means of notification, if provided to the current e-mail address of the appropriate General Manager or Assistant Deputy Director. Each PARTY is responsible for keeping the other PARTY apprised of any change to such PARTY'S contact information within 10 days of any material change. Any change shall only be effective upon delivery of notice to the other PARTY as provided in this Section 9.

Notice is effective upon the date of mailing for personal service; overnight courier; or registered or certified, first class mail, return receipt requested.

Notice is effective on the date of a reply e-mail from the intended recipient (NOTICED PARTY) to the sender (NOTICING PARTY), acknowledging that the notice has been received by the intended recipient.

10. EFFECTIVE DATE

This AGREEMENT shall become effective on the date the last PARTY signs the AGREEMENT (EFFECTIVE DATE).

11. TERM AND TERMINATION

- a. This AGREEMENT shall commence on the EFFECTIVE DATE and shall continue unless and until terminated as follows:
 - (1) Either PARTY may terminate this AGREEMENT upon written notice to the other PARTY if the PARTIES have failed for any reason to complete Phase I, including compliance with CEQA, within 5 years from the EFFECTIVE DATE.
 - (2) Mutual written agreement of the PARTIES to terminate the AGREEMENT.

- (3) Either PARTY may terminate this AGREEMENT for cause if the other PARTY defaults on any material obligation under this AGREEMENT and such default continues for a period of 60 days after written notice of such default is delivered in accordance with Section 9 of this AGREEMENT.
- (4) On the 25-year anniversary of the EFFECTIVE DATE of this AGREEMENT or upon the completion of a 5-year extension period (up to a maximum of 25 years in 5-year extensions), whichever is later. Each 5-year extension shall automatically occur, unless one PARTY notifies the other PARTY at any time more than 180 calendar days prior to the extension start date, that the extension is not agreed to by the notifying PARTY. Notice shall be pursuant to Section 9 of this AGREEMENT.
 - b. Upon termination of this AGREEMENT, all rights and obligations of the PARTIES shall terminate, except that each PARTY shall retain ownership and responsibility for its own improvements as provided in this AGREEMENT and Section 4.3 (No Liability), Section 4.4 (No Warranty), and Section 4.7 (Indemnity) shall survive termination.

12. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

13. REPRESENTATION BY COUNSEL

Each PARTY acknowledges that it has been represented by legal counsel of its own choice throughout the negotiations which preceded the execution of this AGREEMENT and that it has executed this AGREEMENT with the consent and on the advice of such legal counsel. Each PARTY further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this AGREEMENT prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

14. JOINT DRAFTING

This AGREEMENT has been jointly negotiated and drafted. The language of this AGREEMENT shall be construed as a whole according to its fair meaning and not strictly for or against either PARTY.

15. CALIFORNIA LAW

The provisions of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

16. SIGNING AUTHORITY

Each person executing this AGREEMENT on behalf of a PARTY warrants and represents to the other PARTY that he or she is duly authorized to execute this AGREEMENT on behalf of such PARTY.

17. COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

18. NO THIRD-PARTY RIGHTS

This AGREEMENT is made solely for the benefit of the PARTIES and their respective permitted successors and assigns. No other person or entity may have or acquire any right by virtue of this AGREEMENT.

19. AUTHORITY

Each PARTY represents and warrants to the other it is entering into this AGREEMENT freely and voluntarily and that the execution and performance of this AGREEMENT (i) are within its powers; (ii) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (iii) binds said PARTY and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this AGREEMENT.

20. FURTHER ACTIONS

Each PARTY agrees to cooperate to carry out the spirit and intent of this AGREEMENT and shall execute and deliver such additional documents, instruments, and other materials as may be reasonably requested by the other PARTY.

21. HEADINGS

Paragraph headings in this AGREEMENT are for reference purposes only and shall not be considered in interpreting this AGREEMENT.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized representatives as of the EFFECTIVE DATE.

LOS ANGELES COUNTY
WATERWORKS DISTRICT
NO. 29, MALIBU

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

LAS VIRGENES MUNICIPAL
WATER DISTRICT

By _____
General Manager

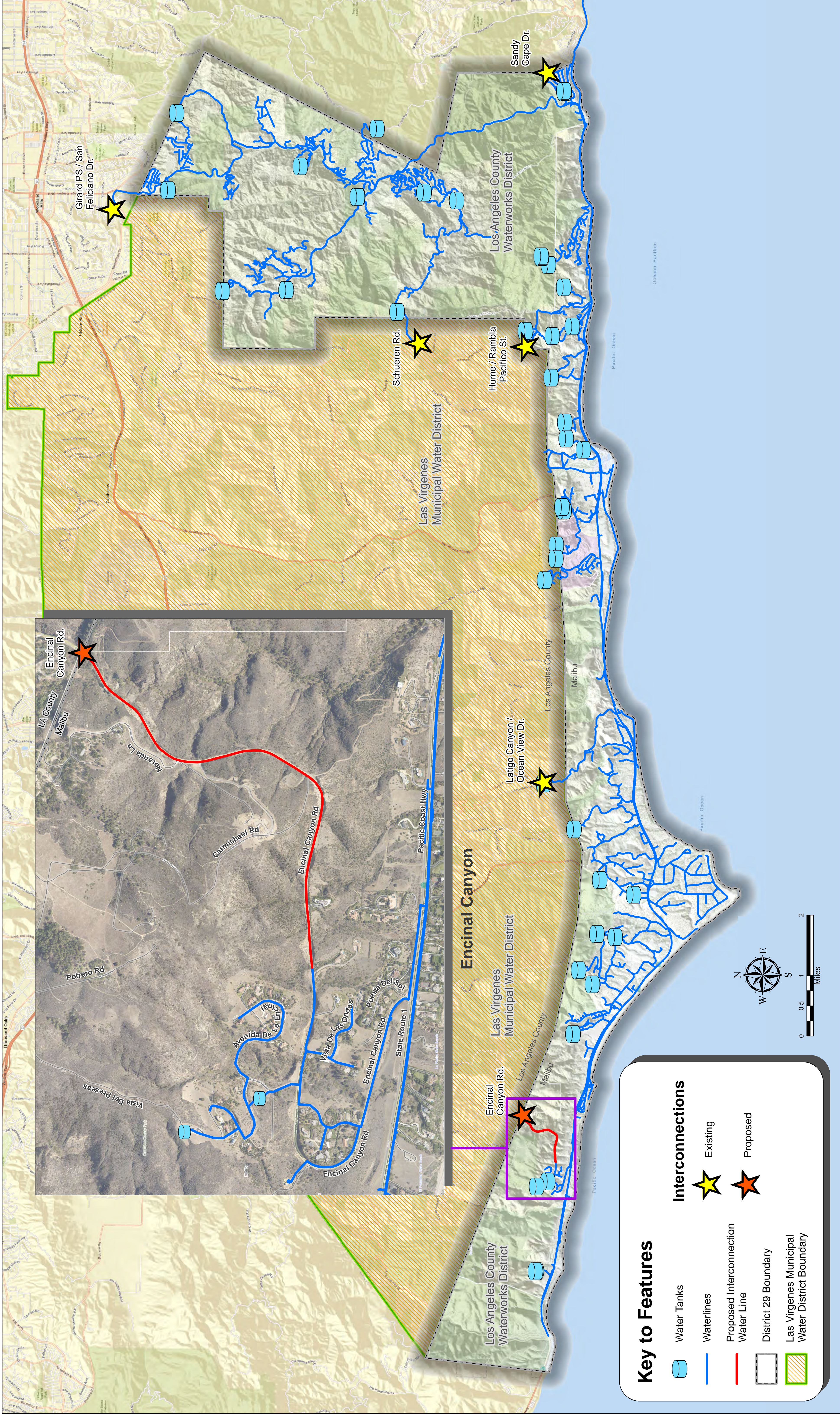
APPROVED AS TO FORM:

By _____
District Counsel



Los Angeles County Waterworks District No. 29 Water System Marina Del Rey Interconnections





Key to Features

- Water Tanks
- Waterlines
- Proposed Interconnection Water Line
- District 29 Boundary
- Las Virgenes Municipal Water District Boundary

Interconnections

- Existing
- Proposed