



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

AGENDA
REGULAR 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.

9:00 AM

January 7, 2020

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: January 7, 2020 (Pg. 5)**

Receive and File

B **Directors' Per Diem: December 2019 (Pg. 50)**

Ratify

C **Monthly Cash and Investment Report: November 2019 (Pg. 57)**

Receive and file the Monthly Cash and Investment Report for November 2019.

D **Accounts Receivable Collection Service: Award (Pg. 69)**

Accept the proposal from Continental Credit Control, Inc., and authorize the General Manager to execute an agreement based on contingency rates of 25% for accounts directly collected without the use of skip tracing or a third-party attorney and 35% for accounts requiring skip tracing or use of a third-party attorney.

E **Budget Planning Calendar for Fiscal Years 2020-21 and 2021-22 (Pg. 101)**

Receive and file the Budget Planning Calendar for Fiscal Years 2020-21 and 2021-22.

F **Information Systems Disaster Recovery Service: Two-Year Extension (Pg. 104)**

Authorize the General Manager to execute a two-year extension agreement with Denovo Ventures, LLC, for a total amount not to exceed \$121,968, for information systems disaster recovery services.

G **J.D. Edwards Software: Annual Support and Maintenance Agreement (Pg. 132)**

Authorize the General Manager to execute an annual support and maintenance agreement, including advanced customer support for payroll, with Oracle Corporation, in an amount not to exceed \$151,882.03 plus applicable taxes, for the J.D. Edwards Enterprise Resource Planning software.

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

A **Legislative and Regulatory Updates**

B **Water Supply Conditions Update (Pg. 142)**

6 **TREASURER**

7 **FINANCE AND ADMINISTRATION**

A **Continuation of Potable Water Standby Charge: Public Hearing, Introduction and First Reading (Pg. 144)**

Waive the full reading and call for proposed Ordinance No. 282 to be given first reading by title only.

(Waive further reading and introduce the Ordinance)

ORDINANCE NO. 282

AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2020.

(Reference is hereby made to Ordinance No. 282 on file in the District's Ordinance Book and by this reference the same is incorporated herein.)

8 **ENGINEERING AND EXTERNAL AFFAIRS**

A **Policy on the Discontinuation of Water Service for Non-Payment: Adoption (Pg. 148)**

Pass, approve and adopt proposed Resolution No. 2568, adopting a Policy on the Discontinuation of Residential Water Service for Non-Payment.

RESOLUTION NO. 2568

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO A POLICY ON THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

(Reference is hereby made to Resolution No. 2568 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

B **Saddle Peak and Cordillera Tank Rehabilitation Project: Reject Bid (Pg. 182)**

Reject the bid from Spiess Construction Company, Inc., for construction of the Saddle Peak and Cordillera Tank Rehabilitation Project.

C **Sewer Service Capacity Fee for 28254 Laura La Plante Drive (Pg. 185)**

Deny the request to accept an August 14, 2017 deposit, in the amount of \$8,510.50, as payment in full for the sewer capacity fee with a current commencement of service date for the property at 28254 Laura La Plante Drive.

9 **INFORMATION ITEMS**

A **Redemption of Series 2009 Sanitation Refunding Revenue Bonds (Pg. 197)**

10 **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**

11 **FUTURE AGENDA ITEMS**

12 **PUBLIC COMMENTS**

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13 **CLOSED SESSION**

- A **Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(3)): One (1) matter**

14 **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 : January 7, 2020

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. 83804 through 83972 were issued in the total amount of \$ 1,440,785.75

Payments through wire transfers as follows:

12/30/2019 Metropolitan Water District	Payment for water deliveries in the month of October 2019	\$ 2,137,573.02
	Sub-Total Wires	<u>\$ 2,137,573.02</u>
	Total Payments	<u><u>\$ 3,578,358.77</u></u>

(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
01/07/20**

Company Name	Company No.	Check No.	Check No.	Total
		83804 thru 83887 12/17/19	83888 thru 83972 12/30/19	
		Amount	Amount	
Potable Water Operations	101	117,142.94	157,521.32	274,664.26
Recycled Water Operations	102	516.39	2,940.00	3,456.39
Sanitation Operations	130	10,395.10	1,296.55	11,691.65
Potable Water Construction	201	4,561.00	2,472.50	7,033.50
Water Conservation Construction	203			-
Sani- Construction	230			-
Potable Water Replacement	301	9,619.90	87,745.04	97,364.94
Reclaimed Water Replace	302			-
Sanitation Replacement	330	17,046.23	16,612.50	33,658.73
Internal Service	701	148,629.13	65,552.02	214,181.15
JPA Operations	751	411,177.77	129,382.25	540,560.02
JPA Construction	752			-
JPA Replacement	754	11,525.00	246,650.11	258,175.11
Total Printed		730,613.46	710,172.29	1,440,785.75
Net Total		730,613.46	710,172.29	1,440,785.75



MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 700 North Alameda Street
 Los Angeles, CA, 90012-2944

INVOICE

Billed To:
 Las Virgenes Municipal Water District



Service Address
 4232 Las Virgenes Road
 Calabasas, CA 91302

October 2019	Page No. 1 of 1
Mailed: 11/08/2019	Due Date: 12/30/2019
Invoice Number: 9884	Revision: 0

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

DELIVERIES	Volume (AF)
Total Water Treated Delivered	1,957.2
Total Water Untreated Delivered	

SALES	Type	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service	Tier 1 Supply Rate	1,897.1	\$209.00	\$396,493.90
	System Access Rate	1,897.1	\$326.00	\$618,454.60
	Water Stewardship Rate	1,897.1	\$69.00	\$130,899.90
	System Power Rate	1,897.1	\$127.00	\$240,931.70
	Treatment Surcharge	1,897.1	\$319.00	\$605,174.90
SUBTOTAL				\$1,991,955.00

OTHER CHARGES AND CREDITS	Rate (\$ /AF)	
Capacity Charge(Payment Schedule: M)	\$32,465.00	
Readiness To Serve Charge(Payment Schedule: M)	\$113,153.02	
SUBTOTAL		\$145,618.02

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Capacity Charge			7/26/2016	45.3
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	93,674.9			
Tier 1 Annual Limit (For Current Calendar Year)	24,359.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	14,883.3	61.1		
Tier 1 Current Month Deliveries	1,897.1			
Purchase Order Commitment (Jan 2015 to Dec 2024)	162,390.0			

INVOICE TOTAL

Volume AF	Amount Now Due
1,897.1	\$2,137,573.02

Note: Amount Due is based on highlighted fields

Reviewed by
 Approved for Payment

 Doug Anders

Approved for Payment:

 John Zhao
 Date: 11/19/19

 Paul M. O'Connell 11/19/19

P A I D
 wired on 10/30/19

Batch Number - 276621

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key ltrm	Key Co	Amount	Invoice Number
83804	12/17/19	18965	ePOWER NETWORK, INC.	TOWER	PV	167685	001	00701	1,832.89	28064
				UPS-TAPIA						
				TOWER UPS-WLK	PV	167686	001	00701	1,030.42	28063
				Payment Amount				2,863.31		
83805	12/17/19	19071	A BEE MAN	BEE RMVL-2222	PV	167687	001	00701	175.00	22199
				COLD CYN						
				BEE RMVL-5633	PV	167688	001	00701	175.00	22200
				FOOTHILL						
				BEE	PV	167689	001	00701	175.00	22204
				RMVL-25603						
				MONTE NIDO						
				BEE	PV	167690	001	00701	175.00	22211
				RMVL-31505						
				GERMAINE						
				BEE	PV	167691	001	00701	175.00	22284
				RMVL-11487						
				AUCAS						
				BEE RMVL-3471	PV	167692	001	00701	185.00	22150
				IVY TRAIL						
				BEE	PV	167693	001	00701	175.00	22155
				RMVL-29930						
				TRIUNFO						
				BEE	PV	167694	001	00701	175.00	22197
				RMVL-29480						
				LAKE VISTA						
				2230	PV	167695	001	00701	175.00	22198
				PINECREST						
				Payment Amount				1,585.00		
83806	12/17/19	2317	ACORN NEWSPAPER	LEGALAD	PV	167640	001	00701	234.00	M-0877
				11/21-BID						
				NOTICE						
				LGLAD	PV	167641	001	00701	54.00	M-0878
				11/21-HAZ						
				PLAN						
				Payment Amount				288.00		
83807	12/17/19	8680	ADS, LLC	NOV'19 FLOW	PV	167683	001	00701	745.00	22085.22-1119
				MNTG						
				NOV'19 FLOW	PV	167683	002	00701	2,235.00	22085.22-1119
				MNTG						
				Payment Amount				2,980.00		
83808	12/17/19	20389	AIRGAS	30,480 GAL	PV	167618	001	00701	3,003.80	131625475

Batch Number - 276621
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key	Item	Co	Amount	Invoice Number
			SPECIALTY PRODUCTS	HYDROXIDE							
			Alt Payee								
			20559 AIRGAS SPECIALTY PRODUCTS P. O. BOX 934434 ATLANTA GA 31193-4434								
				Payment Amount						3,003.80	
63809	12/17/19	3077	AIRGAS USA, LLC	HARD HATS	PV	167580	001	00701		370.11	90956630730
			Alt Payee								
			6658 AIRGAS USA, LLC P. O. BOX 102289 PASADENA CA 91189-2289								
				Payment Amount						370.11	
83810	12/17/19	19993	ALEXANDER'S CONTRACT SERVICES, INC.	MTR READS 9/25-10/18/19	PV	167603	001	00701		18,516.22	102447
				MTR READS 10/24-11/22/19	PV	167612	001	00701		19,326.26	102504-R
				9							
				Payment Amount						37,844.48	
83811	12/17/19	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	6 REG-CCWJC TRAINING 11/20	PV	167646	001	00701		210.00	06-12175
				4 REG-WTRWS MTG 11/21	PV	167647	001	00701		100.00	06-12243
				Payment Amount						310.00	
83812	12/17/19	2869	AT&T	SRV 11/23-12/22/19	PV	167653	001	00101		219.36	2430/112319
				9							
				SRV 11/23-12/22/19	PV	167659	001	00101		211.83	7426/112319
				9							
				Payment Amount						431.19	
83813	12/17/19	20424	AT&T	RLV U VERSE 12/11/19-1/10/20	PV	167696	001	00751		58.85	5778/121019
				Payment Amount						58.85	
83814	12/17/19	16253	AT&T MOBILITY	WIRELESS SRV 11/4-2/3/19	PV	167697	001	00701		125.53	9332/120319

Batch Number - 276621
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Ltm Co	Amount	Invoice Number
				WIRELESS SRV	PV	167697	002 00701	3.66	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	003 00701	43.23	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	004 00701	157.07	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	005 00701	11.43	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	006 00701	13.64	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	007 00701	86.46	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	008 00701	27.06	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	009 00701	54.76	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	010 00701	213.05	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	011 00701	7.40	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	012 00701	43.23	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	013 00701	310.66	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	014 00701	3.66	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	015 00701	43.23	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	016 00701	229.33	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	017 00701	73.56	9332/120319
				11/4-2/3/19					
				WIRELESS SRV	PV	167697	018 00701	113.79	9332/120319
				11/4-2/3/19					
				Payment Amount			1,560.75		
83815	12/17/19	21056	BATTERY SYSTEMS INC	BATTERY STOCK	PV	167624	001 00701	135.89	5193528
				Payment Amount			135.89		
83816	12/17/19	20491	BEST BEST & KRIEGER LLP	P/E 11/30 FED LBBY	PV	167556	001 00701	7,500.00	865869
				P/E	PV	167557	001 00701	5,000.00	865870

Batch Number - 276621

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
				11/30-STATE					
				LBBY					
				Payment Amount				12,500.00	
83817	12/17/19	18071	BLUE DIAMOND MATERIALS	3.98 TN A/C	PV	167610	001 00701	216.84	1728788
				3/8 FINE					
				Payment Amount				216.84	
83818	12/17/19	21426	BRIGHTVIEW LANDSCAPE SERVICES, INC	LNDSKP	PV	167561	001 00701	3,149.67	6561224
				SRV-NOV*19					
				LNDSKP	PV	167561	002 00701	5,473.08	6561224
				SRV-NOV*19					
				LNDSKP	PV	167561	004 00701	4,482.67	6561224
				SRV-NOV*19					
				LNDSKP	PV	167561	006 00701	1,090.00	6561224
				SRV-NOV*19					
				Payment Amount				14,195.42	
83819	12/17/19	2964	CA DEPARTMENT OF TAX&FEE ADMINISTRATIO N	SALES/USE	PV	167699	001 00701	1,541.00	097-817885/11
				TAX-NOV*19					3019
				Payment Amount				1,541.00	
83820	12/17/19	20872	CANDU GRAPHICS	COPIES-PW	PV	167675	001 00701	113.60	78624
				GARDEN DOCS					
				Payment Amount				113.60	
83821	12/17/19	20655	CANNON CORPORATION	P/E	PV	167604	001 00701	4,466.00	70704
				11/30-DSGN					
				SRV INTRCNT	PV	167605	001 00701	3,141.50	70714
				P/E 11/30					
				CORNELL P/S					
				UPGD					
				Payment Amount				7,607.50	
83822	12/17/19	2513	CAPCO ANALYTICAL SERVICES	NOV*19	PV	167619	001 00701	605.00	192109
				SAMPLING					
				Payment Amount				605.00	
83823	12/17/19	2583	CHARLES P CROWLEY CO. INC.	VIBRTN	PV	167552	001 00701	2,299.50	26448
				SNRSR-L/S PMP					
				VIBRTN	PV	167552	002 00701	30.09	26448
				SNRSR-L/S PMP					
				Payment Amount				2,329.59	

Batch Number - 276621
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
83824	12/17/19	2554	COASTLINE EQUIPMENT	RPRS-JD LOADER #709	PV	167670	001 00701	350.00	643430
				Payment Amount				350.00	
83825	12/17/19	19270	COMMUNICATION S RELAY, LLC	DEC'19 SITE RENT SCADA	PV	167676	001 00101	983.74	57918
				Payment Amount				983.74	
83826	12/17/19	3790	COUNTY OF LA -AUDITOR CONTROLLER	2020 BRIDGE RENTAL	PV	167648	001 00751	472.05	00111/2020
				2020 BRIDGE RENTAL	PV	167649	002 00751	255.20	00111/2020
				2020 BRIDGE RENTAL	PV	167649	003 00751	88.00	00111/2020
				Payment Amount				815.25	
83827	12/17/19	18111	ELECSYS INTERNATIONAL CORPORATION	NOV9 MTR DVC MAINT	PV	167600	001 00701	310.00	SIP-E108340
				Payment Amount				310.00	
83828	12/17/19	2654	FAMCON PIPE	VALVES/PUMPS/ CLAMPS	PV	167578	001 00701	4,101.87	S100017057.00 1/S100018178
				NIPPLES	PV	167579	001 00701	86.23	S100013683.00
				Payment Amount				4,188.10	3
83829	12/17/19	21055	FIRESTONE COMPLETE AUTO CARE BRIDGESTONE	(4) TIRES/ALIGN# 891	PV	167567	001 00701	855.61	189716
				(4) TIRES/ALIGN# 324	PV	167568	001 00701	646.52	190199
				Payment Amount				1,502.13	
				Payment Amount				60.20	2954462
83830	12/17/19	2660	FISHER SCIENTIFIC	METHANOL DISKS	PV	167585	001 00701	896.61	3754961

Alt Payee 21088 FIRESTONE COMPLETE AUTO CARE
1100 E. THOUSAND OAKS BLVD.
THOUSAND OAKS CA 91362-2815

Alt Payee 3202 FISHER SCIENTIFIC
FILE #50129
LOS ANGELES CA 90074-0129

Batch Number - 276621

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
83831	12/17/19	6770	G.I. INDUSTRIES	Payment Amount	PV	167616	001	00701		876.80	2532364-0283-
										956.81	
				12/19 DISP							
				TAPIA GRIT							5
				TAPIA RAGS	PV	167655	001	00751		609.15	2532339-0283-
				DISP							7
				11/1-11/15							
				12/19 DISP	PV	167656	001	00751		96.64	2925990-0283-
				RLV FARM							2
				12/19	PV	167657	001	00751		96.64	2925989-0283-
				DISP-RLV							4
				25 YD RLD	PV	167658	001	00751		666.46	2925724-0283-
				11/1-11/15							5
				12/19 DISP	PV	167662	001	00701		1,161.31	2532362-0283-
				TAPIA							9
			Alt Payee	G.I. INDUSTRIES							
				P. O. BOX 541065							
				LOS ANGELES CA 90054-1065							
										3,509.00	
83832	12/17/19	20970	GARDA CL WEST, INC.	Payment Amount	PV	167621	001	00701		318.85	10532947
				12/19 ARMORED							
				TRNSPRT SRV							
										318.85	
83833	12/17/19	2705	HACH COMPANY	Payment Amount	PV	167613	001	00701		817.28	11737720
				LAB SUPPLIES							
			Alt Payee	HACH COMPANY							
				6442 HACH COMPANY							
				2207 COLLECTIONS CENTER DR							
				CHICAGO IL 60693							
										817.28	
83834	12/17/19	7421	HAMNER, JEWELL AND ASSOCIATES	Payment Amount	PV	167622	001	00701		95.00	190102
				TWN LKS							
				10/15-11/15							
										95.00	
83835	12/17/19	21159	W. STARR HENDRICKS	Payment Amount	PV	167631	001	00701		496.14	112219
				EXP-PW REUSE							
				WRKSHIP							
				11/21-22							
										496.14	
83836	12/17/19	21140	INNOVA GLOBAL TECHNOLOGY, INC.	Payment Amount	PV	167620	001	00701		4,864.68	10453
				CABLE							
				INSTALL-BLDG							
				8							
										4,864.68	
83837	12/17/19	20856	INTERNATIONAL PRINTING &	Payment Amount	PV	167598	001	00701		326.09	21922.6
				5 BOX BUS							
				CARDS/STAMPS							

Batch Number - 276621

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm	Key Co	Amount	Invoice Number
TYPESETTING										
INC										
83838	12/17/19	20823	INVOICE CLOUD INC.	BUSINESS CARD STOCK	PV	167599	001	00701	489.10	22245
				DOOR TAGS	PV	167684	001	00701	1,580.15	22243
				Payment Amount				2,375.34		
83839	12/17/19	21197	JACOBS ENGINEERING GROUP INC.	IC TRAN	PV	167558	001	00701	4,613.00	964-2019_11
				FEE-NOV*19						
				Payment Amount				4,613.00		
83840	12/17/19	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	PIE 10/25-PH2 WHT PAPER STDY	PV	167555	001	00701	27,741.51	W9Y23500-007
				Payment Amount				27,741.51		
				EQS TANK	PV	167650	001	00101	172.67	0896/120419
				10/22-11/26/19						
				WLK FLT	PV	167651	001	00101	149.25	0907/120419
				10/24-11/26/19						
				WLK FLT	PV	167652	001	00101	287.44	0909/120419
				10/24-11/26/19						
				Payment Amount				609.36		
83841	12/17/19	15749	LAWRENCE ROLL-UP DOORS, INC.	RPR GARAGE DOOR-BLDG8	PV	167671	001	00701	426.70	1955722
				Payment Amount				426.70		
83842	12/17/19	19622	JAY LEWITT	MLG-WTRWS MTG	PV	167633	001	00701	38.28	112119
				11/21/19						
				MLG-PRWTR TOUR 12/2	PV	167634	001	00701	96.86	120219
				EXP-ACWA CONF	PV	167635	001	00701	1,389.97	120619
				12/2-12/6/19						
				Payment Amount				1,525.11		
83843	12/17/19	19622	LYNDA LO-HILL	MLG-WTR TOUR	PV	167636	001	00701	35.03	110419
				11/4/19						
				MLG-WTRWS MTG	PV	167637	001	00701	36.89	112119
				11/21/19						
				EXP-ACWA CONF	PV	167638	001	00701	213.56	120619
				12/3-12/6						

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							itm Co		
83844	12/17/19	3514	LOS ANGELES COUNTY REGISTRAR-REC ORDER	NOE FEE-TORCHWOOD TANK	PV	167674	001 00301	285.48	10690/NOE
83845	12/17/19	19571	MARIO MAGANA	EXP-PW REUSE WRKSHIP	PV	167630	001 00701	75.00	112219
83846	12/17/19	21264	MICHAEL BAKER INTERNATIONAL, INC.	PIE 12/1 GENSETS-PW P/S	PV	167554	001 00701	308.81	1067987
83847	12/17/19	19464	MILLER MANAGEMENT & CONSULTING GROUP	REG-MMCA 2/5-2/7/20	PV	167648	001 00701	1,538.72	REG-MMCA 2/5-2/7/20
83848	12/17/19	18940	MINUTEMAN PRESS	"WTR PNTRY" POSTCARDS	PV	167559	001 00701	1,450.00	70854
83849	12/17/19	5736	MISCO WATER	PARTS-HYPO PUMP #2	PV	167672	001 00751	2,101.33	14309SW
83850	12/17/19	2839	MOTION INDUSTRIES, INC.	ELEMENT SEPARATOR	PV	167681	001 00701	654.34	CA22-646510
83851	12/17/19	16529	MUNITEMPS-MUNICIPAL STAFFING SOLUTIONS	TEMP SRV 11/6-11/22	PV	167551	001 00701	563.94	129579
83852	12/17/19	20772	NATIONAL PAYMENT CORP.	NOV'19 ELECT PAYSTUBS	PV	167608	001 00701	5,320.00	834586
				Payment Amount				70.90	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Ltm Co	Amount	Invoice Number
83853	12/17/19	16372	OLIN CORPORATION - CHLORALKALI	4,868 GAL HYPOCHLORITE	PV	167562	001 00701	4,100.44	2762099
				4,736 GAL HYPOCHLORITE	PV	167563	001 00701	3,989.25	2763941
			Alt Payee 16373 OLIN CORPORATION - CHLORALKALI P.O. BOX 402766 ATLANTA GA 30384-2766						
				Payment Amount				8,089.69	
83854	12/17/19	20728	OLIVAREZ MADRUGA LEMIEUX & O'NEILL	LEGAL SERV-OCT'19	PV	167680	001 00701	20,896.26	140/OCT'19
83855	12/17/19	15824	OUTBACK FOOTWEAR	SFTY FWEAR-D.R.	PV	167678	001 00701	225.00	40220
				Payment Amount				225.00	
83856	12/17/19	18946	PACIFIC ADVANCED CIVIL ENGINEERING, INC.	P/E 11/30 PROCAIR CO#3	PV	167607	001 00701	11,525.00	3453
				Payment Amount				11,525.00	
83857	12/17/19	17860	SHERRI PANIAGUA	EXP-CALPELRA CONF	PV	167627	001 00701	171.60	112219
				11/18-11/22					
				Payment Amount				171.60	
83858	12/17/19	19164	DONALD PATTERSON	MILG-TAX SEMINAR 12/3	PV	167628	001 00701	55.33	120319
				Payment Amount				55.33	
83859	12/17/19	18891	DAVID W. PEDERSEN	EXP-ACWA CONF	PV	167629	001 00701	20.36	120519
				12/2-12/5					
				Payment Amount				20.36	
83860	12/17/19	2585	PURETEC	LABOR-LAB INSTALL	PV	167614	001 00701	205.50	1760381
				11/11 TANK EXCHG	PV	167615	001 00701	278.98	1760193
				Payment Amount				484.48	

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83861	12/17/19	17334	QAIR CALIFORNIA	ELECT AUTO DRAIN	PV	167569	001 00701	572.99	56344
				FILTERS	PV	167570	001 00701	1,504.17	56401
				FILTERS	PV	167573	001 00701	166.64	56358
				QCS-450 KIT AND OIL	PV	167626	001 00701	2,515.60	56510
				Payment Amount			4,759.40		
83862	12/17/19	10238	R C BECKER & SON INC.	ASPLT-HERMSLA /PALERMO	PV	167606	001 00701	13,848.30	12167
				Payment Amount			13,848.30		
83863	12/17/19	20779	SAND MATERIALS & AGGREGATE SALES, INC	26.11 TN FILL SAND	PV	167609	001 00701	517.80	71667
				Payment Amount			517.80		
83864	12/17/19	6766	SAWYER PETROLEUM	2,200 GAL DIESEL	PV	167550	001 00701	6,348.99	V148823
				Payment Amount			6,348.99		
83865	12/17/19	20412	SHRED-IT USA LLC	NOV'19 DOC SHRDNG SRV	PV	167597	001 00701	207.36	8128628840
				Payment Amount			207.36		
83866	12/17/19	19115	SILVER STAR MOTOR CAR COMPANY	ELECTRIC RPRS-#898	PV	167583	001 00701	295.14	577278
				Payment Amount			295.14		
83867	12/17/19	2956	SOUTH COAST AIR QUALITY MGMT DIST	ANL ICE #87606 RLV	PV	167644	001 00751	421.02	3554769
				Payment Amount			421.02		
				EMSN #87606 RLV	PV	167645	001 00751	136.40	3556787
				Payment Amount			557.42		
83868	12/17/19	2957	SOUTHERN CALIFORNIA EDISON	RW P/S 10/30-12/2/19	PV	167591	001 00751	35,090.60	4500-42/120419
				Payment Amount			35,090.60		9
83869	12/17/19	2957	SOUTHERN CALIFORNIA EDISON	ENERGY CHGS NOV'19	PV	167591	001 00101	2,780.72	2869/120419
				ENERGY CHGS NOV'19	PV	167591	002 00101	544.92	2869/120419
				ENERGY CHGS	PV	167591	003 00101	30.00	2869/120419

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				NOV19					
				ENERGY CHGS	PV	167591	004 00101	10.59	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	005 00101	163.96	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	006 00101	44.90	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	007 00101	6.34	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	008 00101	4.22	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	009 00101	14.09	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	010 00101	11.96	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	011 00101	2,593.23	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	012 00101	5,305.94	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	013 00101	2,474.24	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	014 00101	2,141.21	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	015 00101	10.27	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	016 00101	147.99	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	017 00101	4,359.96	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	018 00101	48,131.32	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	019 00101	72,196.97	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	020 00101	29,663.10	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	021 00101	44,494.65	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	022 00101	14,157.65	2869/120419
				NOV19					
				ENERGY CHGS	PV	167591	023 00101	56,630.61	2869/120419
				NOV19					

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				ENERGY CHGS	PV	167591	024	00101		12.59-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	025	00101		12.02-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	026	00101		11.83-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	027	00101		13.19-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	028	00101		14.05	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	029	00101		13.47	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	030	00101		11.33	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	031	00101		12.63	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	032	00101		11.69	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	033	00101		811.67	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	034	00101		999.87	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	035	00101		5,247.76	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	036	00101		50.95	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	037	00101		115.08	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	038	00101		818.12	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	039	00101		3,798.17	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	040	00101		14.61	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	041	00101		2,035.07	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	042	00101		13.96-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	043	00101		13.28-	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	044	00101		13.47-	2869/120419
				NOV19							

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document . . .	Key	Amount	Invoice Number		
					Ty	Number	Itm	Co		
NOV19				ENERGY CHGS	PV	167591	045	00101	14.98-	2869/120419
NOV19				ENERGY CHGS	PV	167591	046	00101	16.67	2869/120419
NOV19				ENERGY CHGS	PV	167591	047	00101	16.11	2869/120419
NOV19				ENERGY CHGS	PV	167591	048	00101	12.66	2869/120419
NOV19				ENERGY CHGS	PV	167591	049	00101	14.08	2869/120419
NOV19				ENERGY CHGS	PV	167591	050	00101	12.99	2869/120419
NOV19				ENERGY CHGS	PV	167591	051	00101	355.74	2869/120419
NOV19				ENERGY CHGS	PV	167591	052	00101	12.48-	2869/120419
NOV19				ENERGY CHGS	PV	167591	053	00101	12.02-	2869/120419
NOV19				ENERGY CHGS	PV	167591	054	00101	11.89-	2869/120419
NOV19				ENERGY CHGS	PV	167591	055	00101	13.05-	2869/120419
NOV19				ENERGY CHGS	PV	167591	056	00101	13.89	2869/120419
NOV19				ENERGY CHGS	PV	167591	057	00101	13.47	2869/120419
NOV19				ENERGY CHGS	PV	167591	058	00101	11.39	2869/120419
NOV19				ENERGY CHGS	PV	167591	059	00101	12.53	2869/120419
NOV19				ENERGY CHGS	PV	167591	060	00101	11.57	2869/120419
NOV19				ENERGY CHGS	PV	167591	061	00101	8,051.69	2869/120419
NOV19				ENERGY CHGS	PV	167591	062	00101	1,207.69	2869/120419
NOV19				ENERGY CHGS	PV	167591	063	00101	2,848.34	2869/120419
NOV19				ENERGY CHGS	PV	167591	064	00101	10,419.71	2869/120419

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Item	Co	Amount	Invoice Number
				ENERGY CHGS	PV	167591	065	00101		4,134.65	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	066	00101		2,218.84	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	067	00101		502.08	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	068	00101		11.13	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	069	00101		1,005.59	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	070	00101		2,907.98	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	071	00101		12.13	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	072	00101		70.85	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	073	00101		14.18	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	074	00101		710.76	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	075	00101		6.39	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	076	00101		6.38	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	077	00101		510.01	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	078	00101		374.28	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	079	00101		1,899.70	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	080	00101		1,899.70	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	081	00101		1,399.27	2869/120419
				NOV19							
				ENERGY CHGS	PV	167591	082	00101		699.64	2869/120419
				NOV19							
				Payment Amount						341,070.64	
				WLK P/S	PV	167660	001	00101		14.79	9400/120119
				11/1-12/1/19							
				TAPIA	PV	167661	001	00751		1,453.37	4000/120619

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	11/1-12/4/19				PV	167662	001 00701	2,038.63	3600/120619
				HQ & OPS					
	11/1-12/4/19				PV	167663	001 00751	492.56	4200/120619
				RANCHO					
	11/1-12/4/19				PV	167664	001 00101	17.31	0400/120619
				CORNELL					
	11/1-12/4/19				PV	167665	001 00101	17.30	1200/120419
				JBR P/S					
	10/30-12/2/19								
				Payment Amount			4,033.96		
83871	12/17/19	16034	TASC	FSA-RNW/CLAI	PV	167677	001 00701	1,418.25	IN1655248
				MIADM FEES					
83872	12/17/19	21137	TESLA, INC.		PV	167611	001 00701	8,480.44	14001115
				Payment Amount			1,418.25		
83873	12/17/19	19661	THE PUN GROUP, LLP		PV	167575	001 00701	6,000.00	112290
				Payment Amount			8,480.44		
83874	12/17/19	9505	TIRE MAN AGOURA		PV	167668	001 00701	25.00	2084709
				Payment Amount			6,000.00		
83875	12/17/19	19135	TRANSUNION RISK & ALTERNATIVE DATA SOLUT		PV	167669	001 00701	25.00	2084764
				Payment Amount			50.00		
83876	12/17/19	21252	TYLER TECHNOLOGIES, INC.		PV	167673	001 00701	188.60	974571/NOV19
				Payment Amount			188.60		
83877	12/17/19	3006	UNDERGROUND SERVICE ALERT		PV	167576	001 00701	10,307.95	045-284242
				Payment Amount			17,046.23		
				DIG SAFE				200.76	18DSBFE6399
				PERMIT FEE					
				157				269.05	1120190409
				TICKETS-NOV19					
				9					
				Payment Amount			469.81		

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83878	12/17/19	21462	UNIVERSITY OF S. CA FOUNDATION	BKFLW MEMBERSHIP 2020	PV	167642	001	00701	1,000.00	16876
83879	12/17/19	20935	US METRO GROUP, INC.	Payment Amount JANTRL SRV-NOV*19	PV	167553	001	00701	8,515.53	100719
				JANTRL SRV-NOV*19	PV	167553	003	00701	2,395.60	100719
				JANTRL SRV-NOV*19	PV	167553	005	00701	196.56	100719
83880	12/17/19	21295	VERTICAL ELEVATOR SOLUTIONS, INC.	Payment Amount DEC*19 ELEV SRV	PV	167623	001	00701	290.00	7096
								11,107.69		
83881	12/17/19	21425	VITAL COATINGS INC	Payment Amount LV2 PMP STATN PAINTING	PV	167560	001	00701	34,800.00	1075
83882	12/17/19	3035	WWR SCIENTIFIC	Payment Amount INCUBATOR	PV	167584	001	00701	2,547.69	8088300505
			Alt Payee	WWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169						
83883	12/17/19	19685	W. LITTEN INC.	Payment Amount SPRYFLD 11/16-11/22/19	PV	167590	001	00701	5,268.60	19062
				SPRYFLD 11/25-11/27/19	PV	167601	001	00701	2,573.92	19063
				SPRYFLD 12/2-12/6/19	PV	167602	001	00701	3,196.84	19064
83884	12/17/19	3048	WEST COAST AIR CONDITIONING	Payment Amount SRV HEATER-TAPIA	PV	167540	001	00701	336.72	S104960
				PM/FLTRS-BLDG	PV	167541	001	00701	265.00	S105033
				PM/FLTRS-LV2	PV	167542	001	00701	155.00	S105034

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	lim Co		
				PM/FLTRS-WLFP	PV	167543	001 00701	45.00	S105035
				PM/FLTR-CORNE	PV	167544	001 00701	50.00	S105036
				LL					
				PM/FLTRS-RANC	PV	167545	001 00701	385.00	S105037
				HO					
				PM/FLTRS-US#	PV	167546	001 00701	118.00	S105038
				1					
				PM/FLTRS-US#	PV	167547	001 00701	107.00	S105039
				2					
				THRMOST/BACK	PV	167548	001 00701	291.73	S105434
				PLATE-RLV					
				PM/FLTR-BLDG	PV	167549	001 00701	35.00	S105032
				2					
				AC CONTRL	PV	167564	001 00701	3,474.00	S104953
				VALVES-TAPIA					
				REPLC LINESET	PV	167565	001 00701	1,250.00	S104954
				AC-TAPIA					
				Payment Amount				6,512.45	
83865	12/17/19	3067	XEROX CORPORATION	LEASE 11/19	PV	167582	001 00701	185.33	098851501
				5945-OPS					
				10/19	PV	167587	001 00701	444.68	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	002 00701	41.56	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	003 00701	46.19	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	004 00701	87.92	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	005 00701	562.66	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	006 00701	52.58	702351872
				LEASE-HQ &					
				TAPIA					
				10/19	PV	167587	007 00701	58.45	702351872
				LEASE-HQ &					
				TAPIA					

Batch Number - 276621
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Ltm Co	Amount	Invoice Number
				10/19 LEASE-HQ & TAPIA	PV	167587	008 00701	2.20	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	009 00701	161.27	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	010 00701	32.73	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	011 00701	18.41	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	012 00701	3.77	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	013 00701	594.84	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	014 00701	55.59	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	015 00701	61.79	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	016 00701	765.46	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	017 00701	126.22	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	018 00701	11.79	702351872
				10/19 LEASE-HQ & TAPIA	PV	167587	019 00701	13.12	702351872
				PaymentAmount				3,326.56	
				BANK	PV	167643	001 00101	61.14	LVMWD113019
				FEEES-NOV*19					
				PaymentAmount				61.14	

Batch Number - 276621

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
83887	12/17/19	15648	JOHN ZHAO	EXP-ACWA CONF	PV	167632	001	00701	596.71	120419

12/2--12/4

Payment Amount

Total Amount of Payments Written

Total Number of Payments Written

596.71

730,613.46

84

Batch Number - 276830
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key		Amount	Invoice Number
							Item	Co		
83888	12/30/19	2317	ACORN NEWSPAPER	LEGAL	PV	167754	001	00701	78.00	M-0880
				AD-AMEND COI						
				LEGAL AD-EXP	PV	167755	001	00701	24.00	M-0879
				REIMB						
				Payment Amount					102.00	
83889	12/30/19	21466	ALLBRIGHT CONSTRUCTION & DEVELOPMENT INC	RFND	PV	167852	001	00101	1,013.44	9999783
				BAL-CLOSED						
				A/C						
				Payment Amount					1,013.44	
83890	12/30/19	2397	AQUATIC BIOASSAY & CONSULTING	NPDES & ANNL RPT	PV	167799	001	00701	880.00	LVS1219.1042
				Payment Amount					880.00	
83891	12/30/19	20695	AT&T	SRV	PV	167731	001	00101	51.63	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	002	00101	50.56	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	003	00101	226.10	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	004	00101	1,565.84	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	005	00101	516.37	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	006	00101	53.92	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	007	00101	220.01	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	008	00101	211.83	0051/120519
				12/5/19--1/4/2						
				0						
				SRV	PV	167731	009	00101	211.83	0051/120519
				12/5/19--1/4/2						
				0						

Batch Number - 276830
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document	Key	Amount	Invoice Number
Number	Date	Number			Number	Co		Number
				SRV 12/5/19-1/4/2	PV 167731	010 00101	211.83	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	011 00101	211.83	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	012 00101	49.17	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	013 00101	211.83	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	014 00101	220.01	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	015 00101	110.01	0051/120519
				0				
				SRV 12/5/19-1/4/2	PV 167731	016 00101	110.00	0051/120519
				0				
				Payment Amount			4,232.77	
83692	12/30/19	2669	AT&T	SRV 12/7/19-1/6/2	PV 167733	001 00101	405.67	2043/120719
				0				
				SRV 12/7/19-1/6/2	PV 167734	001 00101	200.82	2045/120719
				0				
				SRV 12/5/19-1/4/2	PV 167735	001 00101	237.56	9054/120519
				0				
				SRV 12/7/19-1/6/2	PV 167736	001 00101	33.03	0124/120719
				0				
				SRV 12/7/19-1/6/2	PV 167737	001 00101	67.07	0123/120719
				0				
				SRV 12/14/19-1/13	PV 167840	001 00701	211.83	4639/121419
				/20				
				Payment Amount			1,155.98	

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
83883	12/30/19	17311	AUMA ACTUATORS, INC.	SRV ACTUATORS-11/ 4	PV	167811	001 00701	925.00	6279429
83884	12/30/19	19893	STEVEN BAIRD	Payment Amount MLG-ART CONTST RWRD 12/11 MLG-CAPIO TRAINING 12/17/19	PV	167844	001 00101	37.00	121119
83895	12/30/19	2425	BANK OF AMERICA	Payment Amount VISA CHG-FIN ADM-NOV19 VISA CHG-BAIRD-NOV '19 VISA CHG-BAIRD-NOV '19 VISA CHG-GARMAN-NO V19 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9 VISA CHG-GIL-NOV1 9	PV	167804	001 00701	78.07	8772120719
								117.97	
								325.00	7536120719
								204.97	7536120719
								58.40	3954120719
								10.12	5151120719
								223.16	5151120719
								129.55	5151120719
								172.08	5151120719
								104.31	5151120719
								520.13	5151120719
								32.20	5151120719

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Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
				CHG-GIL-NOV1					
				9					
				VISA	PV	167807	008 00101	50.00	5151/120719
				CHG-GIL-NOV1					
				9					
				VISA	PV	167808	001 00101	384.44	7431/120719
				CHG-JACKSON-N					
				OV19					
				VISA	PD	167809	001 00701	1.00-	7572/120719
				CHG-JOHNSON-N					
				OV19					
				VISA	PV	167810	001 00101	212.28	3713/120719
				CHG-JONES-NOV					
				'19					
				VISA	PV	167810	002 00101	264.74	3713/120719
				CHG-JONES-NOV					
				'19					
				VISA	PV	167810	003 00101	424.57	3713/120719
				CHG-JONES-NOV					
				'19					
				VISA	PV	167811	001 00701	85.00	0544/120719
				CHG-KORKOSZ-N					
				OV19					
				VISA	PV	167812	001 00701	999.00	4758/120719
				CHG-LO-HILL-N					
				OV19					
				VISA	PV	167813	001 00701	263.94	1975/120719
				CHG-MCDERMOTT					
				-NOV19					
				VISA	PV	167813	002 00701	222.12	1975/120719
				CHG-MCDERMOTT					
				-NOV19					
				VISA	PV	167813	003 00701	3,000.00	1975/120719
				CHG-MCDERMOTT					
				-NOV19					
				VISA	PV	167813	004 00701	749.55	1975/120719
				CHG-MCDERMOTT					
				-NOV19					
				VISA	PV	167813	005 00701	45.80	1975/120719
				CHG-MCDERMOTT					
				-NOV19					

Batch Number - 276830
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document . . .	Key	Amount	Invoice Number
					Ty	Item		
					Number	Co		
				VISA	PV	167814 001 00701	249.34	6549/120719
				CHG-MCNUUTT-NO V19				
				VISA	PV	167814 002 00701	71.76	6549/120719
				CHG-MCNUUTT-NO V19				
				VISA	PV	167814 003 00701	1,675.49	6549/120719
				CHG-MCNUUTT-NO V19				
				VISA	PV	167815 001 00751	122.56	5953/120719
				CHG-MEREDITH- NOV19				
				VISA	PV	167815 002 00751	197.76	5953/120719
				CHG-MEREDITH- NOV19				
				VISA	PV	167815 003 00751	170.80	5953/120719
				CHG-MEREDITH- NOV19				
				VISA	PV	167815 004 00751	100.00	5953/120719
				CHG-MEREDITH- NOV19				
				VISA	PV	167816 001 00701	18.00	5458/120719
				CHG-PANIAGUA- NOV19				
				VISA	PV	167816 002 00701	1,142.53	5458/120719
				CHG-PANIAGUA- NOV19				
				VISA	PV	167816 003 00701	152.97	5458/120719
				CHG-PANIAGUA- NOV19				
				VISA	PV	167817 001 00701	420.00	6347/120719
				CHG-PATTERSON -NOV19				
				VISA	PD	167818 001 00701	237.03-	5664/120719
				CHG-POLAN-NOV '19				
				VISA	PV	167819 001 00701	595.00	6305/120719
				CHG-RENGER-NO V19				
				VISA	PV	167820 001 00754	1,623.38	7388/120719
				CHG-ROBERTS-N				

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
				OV19	PV	167821	001	00701	40.96	6442/120719
				VISA						
				CHG-SACCARECC						
				IA-NOV19	PV	167821	002	00701	1,180.90	6442/120719
				VISA						
				CHG-SACCARECC						
				IA-NOV19	PV	167821	003	00701	270.00	6442/120719
				VISA						
				CHG-SACCARECC						
				IA-NOV19	PV	167821	004	00701	59.20	6442/120719
				VISA						
				CHG-SACCARECC						
				IA-NOV19	PV	167822	001	00701	38.30	0615/120719
				VISA						
				CHG-TRIPLETT-NOV19	PV	167822	002	00701	184.24	0615/120719
				VISA						
				CHG-TRIPLETT-NOV19	PV	167823	001	00101	70.05	0751/120719
				VISA						
				CHG-VOLLMAR-N	PV	167823	002	00101	302.22	0751/120719
				OV19						
				VISA						
				CHG-VOLLMAR-N	PV	167823	003	00101	137.50	0751/120719
				OV19						
				VISA						
				CHG-VOLLMAR-N	PV	167824	001	00701	27.45	8239/120719
				OV19						
				VISA						
				CHG-WINK-NOV19	PV	167824	002	00701	178.49	8239/120719
				VISA						
				CHG-WINK-NOV19	PV	167824	003	00701	75.00	8239/120719
				VISA						
				CHG-WINK-NOV19	PV	167825	001	00701	770.15	6218/120719
				VISA						
				CHG-ZHAO-NOV19	PV	167825	002	00701	35.00	6218/120719
				VISA						

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key Item	Co	Amount	Invoice Number
				CHG-ZHAO-NOV						
				19						
				VISA	PV	167825	003	00701	70.00	6218/120719
				CHG-ZHAO-NOV						
				19						
				VISA	PV	167825	004	00701	70.00	6218/120719
				CHG-ZHAO-NOV						
				19						
				VISA	PV	167825	005	00701	245.00	6218/120719
				CHG-ZHAO-NOV						
				19						
				VISA	PV	167826	001	00101	58.00	7112/120719
				CHG-ALMAGUER-NOV19						
				VISA	PV	167826	002	00101	132.47	7112/120719
				CHG-ALMAGUER-NOV19						
				VISA	PV	167826	003	00101	257.33	7112/120719
				CHG-ALMAGUER-NOV19						
				VISA	PV	167826	004	00101	94.01	7112/120719
				CHG-ALMAGUER-NOV19						
				VISA	PV	167827	001	00701	99.41	8102/120719
				CHG-BOCKELMAN-NOV19						
				VISA	PV	167827	002	00701	212.28	8102/120719
				CHG-BOCKELMAN-NOV19						
				VISA	PV	167827	003	00701	653.02	8102/120719
				CHG-BOCKELMAN-NOV19						
				VISA	PV	167828	001	00701	126.70	6935/120719
				CHG-GUZMAN-NOV19						
				VISA	PV	167828	002	00701	13.41	6935/120719
				CHG-GUZMAN-NOV19						
				VISA	PV	167828	003	00701	240.15	6935/120719
				CHG-GUZMAN-NOV19						

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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
				VISA	PV	167828	004	00701	26.93	6935/120719
				CHG-GUZMAN-NO V19						
				VISA	PV	167828	005	00701	36.83	6935/120719
				CHG-GUZMAN-NO V19						
				VISA	PV	167847	001	00701	544.94	1924/120719
				CHG-PEDERSEN-NOV19						
				Payment Amount				21,090.93		
83896	12/30/19	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	DEC19 SITE VISIT	PV	167783	001	00701	105.00	65134
				Payment Amount				105.00		
83897	12/30/19	18533	CALIFORNIA LUTHERAN UNIVERSITY (CLU)	SUPV SKILLS TRNG-10EE	PV	167753	001	00701	3,950.00	LVMIPD 1101
				Payment Amount				3,950.00		
83898	12/30/19	20655	CANNON CORPORATION	PIE 11/30 MULHND BRDG	PV	167917	001	00701	7,663.50	70933
				Payment Amount				7,663.50		
83899	12/30/19	15145	MARY CAPPS	EXP-LAW&ELCTN SMNR 12/11-13	PV	167905	001	00701	610.32	121319
				Payment Amount				610.32		
83900	12/30/19	18107	CAROLLO ENGINEERING, INC	PIE 8/31 PURE WTR DEMO	PV	167918	001	00701	10,681.35	0180282
				Payment Amount				10,681.35		
				PIE 9/30 PURE WTR DEMO	PV	167919	001	00701	17,694.40	0181492
				Payment Amount				28,375.75		
83901	12/30/19	21467	SARAH CASTLE	RFND BAL-CLOSED A/C	PV	167833	001	00101	95.01	073895
				Payment Amount				95.01		
83902	12/30/19	18860	CHEMTREAT, INC.	DEC19 WTR TRMNT	PV	167787	001	00701	693.62	2897044
				Payment Amount				693.62		
83903	12/30/19	21403	CJI PROCESS SYSTEMS, INC.	RELINE TANK #2	PV	167789	001	00701	11,088.48	11714
				Payment Amount				11,088.48		

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
83904	12/30/19	20390	HARVEY COHEN	Payment Amount	PV	167831	001 00101	180.90	180244/121719
				BAL-CLOSED				11,088.48	
				A/C					
83905	12/30/19	21379	COILMEN PLUS, INC	Payment Amount	PV	167916	001 00701	25,097.40	10351-REV
				BOILER/COGEN					
				COOLER					
				BOILER/COGEN				1,600.00	10351-REV
				COOLER					
83906	12/30/19	2547	COUNTY SANITATION DISTRICTS OF LA COUNTY	Payment Amount	PV	167928	001 00751	882.63	48892/113019
				TAPIA GRIT HAULING-NOV19					
83907	12/30/19	6866	CS-AMSCO	Payment Amount	PV	167784	001 00701	10,675.16	15456
				CK VALVE-DGSTR2					
				CK VALVE-DGSTR2				186.14	15456
83908	12/30/19	21201	CUSHMAN CONTRACTING CORPORATION	Payment Amount	PD	167914	001 00754	640.00	10626/RTN#9
				RTN#9-TWRF PROC AIR					
				PMT#9-TWRF PROC AIR				12,800.00	10626/PMT#9
83909	12/30/19	2605	DELTA PACIFIC INDUSTRIES	Payment Amount	PV	167739	001 00701	497.57	5442
				QUICK START/ICE-N-E ZE					
83910	12/30/19	19033	DENOVO VENTURES, LLC	Payment Amount	PV	167793	001 00701	4,938.00	63692
				JAN'20 DIST RCVRY					
83911	12/30/19	4943	ENVICOM CORPORATION	Payment Amount	PV	167857	001 00701	7,809.45	00015321
				P/E 11/25-TWNLKS PS UPGD					
83912	12/30/19	19397	FIRST CHOICE SERVICES	Payment Amount	PV	167878	001 00701	103.28	362781
				11/19 COFFEE SRV-RLV					
				11/19 COFFEE SRV-TAPIA				130.99	362782

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Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
83913	12/30/19	19088	FRITTS FORD	11/19 COFFEE	PV	167880	001	00701	93.06	362780
				SRV-OPS						
				11/19 COFFEE	PV	167881	001	00701	154.26	362779
				SRV-HQ						
				11/19 COFFEE	PV	167882	001	00701	59.45	362694
				SRV-WLK						
				Payment Amount					541.04	
				'19 F350 4X4	PV	167856	001	00701	46,636.88	92261
				V/N-80749						
				Payment Amount					46,636.88	
				SHOP BLDG	PV	167743	001	00701	628.42	2926137-0283-9
				11/6-11/30						
				25 YD-RLV	PV	167744	001	00751	85.00	2926271-0283-6
				11/16-11/30						
				Payment Amount					713.42	
				GLASS BEAD	PV	167797	001	00701	297.49	9369135927
				MEDIA						
				SWIVEL VISE	PV	167871	001	00701	351.59	9358566818
				ANCHOR RING	PV	167872	001	00701	35.49	9360307368
				DEADLATCH/ELE	PV	167873	001	00701	369.61	9360387931
				C-STRIKE						
				FUSE KIT	PV	167874	001	00701	341.54	9362837412
				DRAIN VALVE	PV	167875	001	00701	88.22	9362837420
				AIR STAPLER	PV	167876	001	00701	234.14	9364777343
				LAMP RECYCL	PV	167877	001	00701	144.35	9371195158
				KIT						
				Payment Amount					1,862.43	
				NOV19	PV	167791	001	00701	176.34	0393752
				RECORDS						
				STORAGE						
				NOV19	PV	167792	001	00701	310.92	0393753
				RECORDS						
				STORAGE						
				Payment Amount					1,862.43	
				NOV19	PV	167791	001	00701	176.34	0393752
				RECORDS						
				STORAGE						
				NOV19	PV	167792	001	00701	310.92	0393753
				RECORDS						
				STORAGE						

Alt Payee 5453 GRAINGER, INC.
DEPT 805178142
PALATINE IL 60038-0001

Alt Payee 19548 GRM
INFORMATION
MANAGEMENT
SERVICES-CA

Batch Number - 276830
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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
83917	12/30/19	18594	HAROLD BECK & SONS, INC	VALVE MOUNTING HRDWR	PV	167904	001 00751	2,202.64	321639
				Payment Amount				487.26	
83918	12/30/19	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	PARTS- HYPO#2	PV	167750	001 00751	197.69	005C7311
				Payment Amount				2,202.64	
Alt Payee 7132 HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 CHINO CA 91708-5128									
83919	12/30/19	10102	INFOSEND INC.	BILL/PMT MLNG	PV	167782	001 00701	7,370.71	163492
				Payment Amount				197.69	
83920	12/30/19	21464	DERRICK C. JACOB	RPR (2) DESK CHAIRS	PV	167749	001 00751	542.59	603
				Payment Amount				7,370.71	
83921	12/30/19	21468	ANDRZEJ JAGODA	RFND BAL-CLOSED A/C	PV	167834	001 00101	348.67	9999472
				Payment Amount				542.59	
83922	12/30/19	21469	DAVID JONES	RFND BAL-CLOSED A/C	PV	167835	001 00101	330.63	033207
				Payment Amount				348.67	
83923	12/30/19	5230	KENNEDY/JENKS CONSULTANTS	P/E 11/22-TWNLKS PS DSGN	PV	167858	001 00701	2,472.50	134761
				Payment Amount				330.63	
83924	12/30/19	19277	DEBORAH KLEIN	RFND BAL-OPEN A/C	PV	167829	001 00101	1,837.85	640364/121719
				Payment Amount				2,472.50	
83925	12/30/19	2611	LA DWP	RECTIFIER 11/12-12/16/19	PV	167841	001 00101	47.48	017698/121619
				Payment Amount				1,837.85	
				RECTIFIER 11/13-12/16/19	PV	167842	001 00101	42.20	503850/121619
				RECTIFIER 11/13-12/16/19	PV	167843	001 00101	7,906.89	875698/121619

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key ltm	Co	Amount	Invoice Number
				P/S						
				11/12-12/16/19						
				9						
				Payment Amount					7,996.57	
83926	12/30/19	21470	CHRISTINE LAWTON	RFND	PV	167836	001	00101	136.27	068023
				BAL-CLOSED						
				AVC						
				Payment Amount					136.27	
83927	12/30/19	21471	CARLA LENHOFF	RFND	PV	167837	001	00101	86.15	077078
				BAL-CLOSED						
				AVC						
				Payment Amount					86.15	
83928	12/30/19	7200	CINDY LESHTZ	RFND	PV	167830	001	00101	75.69	345010
				BAL-CLOSED						
				AVC						
				Payment Amount					75.69	
83929	12/30/19	21463	LOREN BRUGGER WELDING	INSTALL-24541	PV	167747	001	00701	600.00	04379
				MULHLND						
				WELDING-JED					1,005.00	04389
				SMITH P/S						
				Payment Amount					1,605.00	
83930	12/30/19	7949	LOS ANGELES COUNTY - PUBLIC HEALTH	BK FLW TST	PV	167848	001	00101	37.00	AR0264380/19-20
				19/20						
				BK FLW TST					74.00	AR0264378/19-20
				19/20						
				BK FLW TST					148.00	AR0243824/19-20
				19-20						
				BK FLW TST					37.00	AR0243824/19-20
				19-20						
				BK FLW TST					37.00	AR0264381/19-20
				19/-0						
				BK FLW TST					111.00	AR0264381/19-20
				19/-0						
				BK FLW TST					37.00	AR0264379/19-20
				19-20						
				Payment Amount					481.00	
83931	12/30/19	17295	MAILFINANCE	MAIL MCHN	PV	167781	001	00701	325.50	N8046672
				12/9/19-1/8/20						
				0						
				Payment Amount					325.50	

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83932	12/30/19	21472	JAZ MANAK	RFND BAL-CLOSED A/C	PV	167838	001 00101	101.69	045774
83933	12/30/19	2814	MCMMASTER-CARR SUPPLY CO	Payment Amount COMPRESSION FITTINGS GATE ARM/PIPE FTNGS GATE ARM/PIPE FTNGS GATE ARM/PIPE FTNGS	PV	167740	001 00101	177.59	23510651
83934	12/30/19	20949	WILLIAM J. MCDERMOTT	Payment Amount MLG-CMUA STRGTC MTG 11/12-13	PV	167757	001 00701	30.51	111319
83935	12/30/19	14922	MILES CHEMICAL COMPANY, INC	Payment Amount 9.17 TN FERRIC CHLORIDE	PV	167803	001 00701	5,592.92	577507
83936	12/30/19	2839	MOTION INDUSTRIES, INC.	Payment Amount FILTERS	PV	167790	001 00701	285.03	CA22-650499
83937	12/30/19	21335	MV ENGINEERING, LLC	Payment Amount PWP GRANT ASST 9/30-11/1	PV	167775	001 00701	600.00	19110
83938	12/30/19	19956	M6 CONSULTING,	Payment Amount P/E 11/30 W/F CONSLT-WLK	PV	167774	001 00701	9,365.00	1266-19



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83939	12/30/19	16754	NATURAL SURROUNDINGS INC.	Payment Amount DEC'19 FLORAL MAINT	PV	167778	001	00701	9,365.00 235.00	7326
83940	12/30/19	16687	NEWBURY PARK TREE SERVICE, INC.	Payment Amount REMOVE/TRIM TREES-TP	PV	167777	001	00701	235.00 2,098.75	12695
83941	12/30/19	2302	OFFICE DEPOT	Payment Amount 2020 CALENDAR ORDER	PV	167763	001	00701	2,098.75 1,018.71	406653626001
				2020 CALENDAR ORDER	PV	167764	001	00701	181.84	406654949001
				2020 CALENDAR ORDER	PV	167765	001	00701	181.84	406654950001
				PAPER/MISC OFFICE SPLY	PV	167766	001	00701	577.37	400064519001
				WALL SIGN	PV	167767	001	00701	26.26	400111291001
				PEN REFILLS	PV	167768	001	00701	2.73	407039158001
				EXPND	PV	167769	001	00701	33.05	407035597001
				FILE/RUBBERBANDS	PV	167770	001	00701	450.83	40739157001
				PAPER/TONER	PV	167771	001	00701	251.84	403532770001
				TABLE	PV	167772	001	00701	613.16	403532771001
				4 GUEST CHAIRS	PV	167796	001	00701	34.69	400110005001
				LIQUID SOAP	PV	167883	001	00701	36.11	400064844001
				GEL PENS	PD	167884	001	00701	36.11	415693353001
				CR#400064844001						
				Payment Amount					3,372.32	
83942	12/30/19	16372	OLIN CORPORATION - CHLOR ALKALI	4,752 GAL HYPOCHLORITE	PV	167801	001	00701	4,002.73	2765918
				4,832 GAL HYPOCHLORITE	PV	167802	001	00701	4,070.11	2767406
				4,874 GAL HYPOCHLORITE	PV	167909	001	00701	4,105.49	2769666
				4,768 GAL HYPOCHLORITE	PV	167910	001	00701	4,016.21	2770913

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		Alt Payee	16373 OLIN CORPORATION - CHLOR-ALKALI P.O. BOX 402766 ATLANTA GA 30384-2766							
83943	12/30/19	20728	OLIVAREZ MADRUGA LEMIEUX & O'NEILL	Payment Amount LEGAL SERVICES-NOV 19	PV	167924	001	00701	16,194.54 13,979.85	140/NOV*19
83944	12/30/19	2871	PACIFIC COAST BOLT	Payment Amount GSKTS/NUTS/BO LTS	PV	167756	001	00101	2,579.59	2064911
83945	12/30/19	18116	PACIFIC ENERGY CONSTRUCTION CORPORATION	Payment Amount WLK ELECT RPRS-11/26	PV	167912	001	00701	2,007.86	5438
83946	12/30/19	19164	DONALD PATTERSON	Payment Amount BUS LUNCH 12/23	PV	167923	001	00701	2,007.86	122319
83947	12/30/19	20860	PAYLESS SMOG CENTER	Payment Amount 2019 SMOG TEST-VEH#878 2019 SMOG TEST-VEH#855 2019 SMOG TEST-VEH#326 2019 SMOG TEST-VEH#861 2019 SMOG TEST-VEH#909 2019 SMOG TEST-VEH#907 2019 SMOG TEST-VEH#913 2019 SMOG TEST-VEH#891 2019 SMOG TEST-VEH#855	PV	167885	001	00701	58.08 69.70 69.70 69.70 99.70 69.70 69.70 69.70 69.70 69.70 69.70 69.70 79.70 59.70	142262 142332 142352 142392 142411 142414 142415 142504 142527

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	Item Co		
				2019 SMOG	PV	167895	001 00701	79.70	142541
				TEST-VEH#915					
				2019 SMOG	PV	167896	001 00701	79.70	142567
				TEST-VEH#824					
				2019 SMOG	PV	167897	001 00701	69.70	142643
				TEST-VEH#906					
				2019 SMOG	PV	167898	001 00701	69.70	142674
				TEST-VEH#878					
				2019 SMOG	PV	167899	001 00701	79.70	142757
				TEST-VEH#914					
				2019 SMOG	PV	167900	001 00701	79.70	142839
				TEST-VEH#895					
				2019 SMOG	PV	167901	001 00701	69.70	142345
				TEST-VEH#901					
				Payment Amount				1,185.20	
83948	12/30/19	21401	PIPER JAFFRAY & CO	SRV-REDEEM'09	PV	167794	001 00701	12,500.00	FA-2019-2
				SANI BND					
				Payment Amount				12,500.00	
83948	12/30/19	18821	LEONARD POLAN	MLG-WTRWS MTG	PV	167906	001 00701	28.54	112119
				11/21					
				Payment Amount				28.54	
83950	12/30/19	12954	POLYDYNE INC.	44,530 LBS	PV	167800	001 00701	53,636.39	1412310
				CLARIFLOC					
				Payment Amount				53,636.39	
83951	12/30/19	20334	PRUDENTIAL OVERALL SUPPLY	11/19 UNFRMS/MATS/T	PV	167698	001 00701	66.30	170954182
				WLS					
				11/19 UNFRMS/MATS/T	PV	167698	002 00701	61.87	170954182
				WLS					
				11/19 UNFRMS/MATS/T	PV	167699	001 00701	51.80	170955686
				WLS					
				11/19 UNFRMS/MATS/T	PV	167699	002 00701	61.87	170955686
				WLS					
				11/19 UNFRMS/MATS/T	PV	167700	001 00701	56.70	170957161
				WLS					
				11/19 UNFRMS/MATS/T	PV	167700	002 00701	61.87	170957161
				WLS					

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document	Item	Key Co	Amount	Invoice Number
WLS	11/19				PV	167701	001	00701	61.20	170958657
				UNFRMS/MATS/IT						
WLS	11/19				PV	167701	002	00701	61.87	170958657
				UNFRMS/MATS/IT						
WLS	11/19				PV	167702	001	00701	14.70	170954177
				UNFRMS/MATS/IT						
WLS	11/19				PV	167702	002	00701	21.44	170954177
				UNFRMS/MATS/IT						
WLS	11/19				PV	167703	001	00701	9.80	170955661
				UNFRMS/MATS/IT						
WLS	11/19				PV	167703	002	00701	21.44	170955661
				UNFRMS/MATS/IT						
WLS	11/19				PV	167704	001	00701	9.80	170957156
				UNFRMS/MATS/IT						
WLS	11/19				PV	167704	002	00701	21.44	170957156
				UNFRMS/MATS/IT						
WLS	11/19				PV	167705	001	00701	9.80	170958652
				UNFRMS/MATS/IT						
WLS	11/19				PV	167705	002	00701	21.44	170958652
				UNFRMS/MATS/IT						
WLS	11/19				PV	167706	001	00701	232.48	170954180
				UNFRMS/MATS/IT						
WLS	11/19				PV	167707	001	00701	299.58	170955664
				UNFRMS/MATS/IT						
WLS	11/19				PV	167708	001	00701	297.28	170957159
				UNFRMS/MATS/IT						
WLS	11/19				PV	167709	001	00701	293.38	170958655
				UNFRMS/MATS/IT						

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Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number				Number	ltm Co		Number
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167710	001 00701	34.00	170954181
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167710	002 00701	30.83	170954181
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167711	001 00701	33.60	170955685
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167711	002 00701	30.83	170955685
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167712	001 00701	33.60	170957160
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167712	002 00701	30.83	170957160
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167713	001 00701	33.60	170956656
				UNFRMS/MATS/T					
				WLS					
				11/19	PV	167713	002 00701	30.83	170956656
				UNFRMS/MATS/T					
				WLS					
				Payment Amount				1,996.18	
83952	12/30/19	21195	RACHIO INC.	IRGTN	PV	167779	001 00701	42,381.98	324805
				INSTALLS-NOV					
				19					
				IRGTN	PV	167861	001 00701	74,321.10	322465
				INSTALLS-SEP					
				19					
				Payment Amount				116,703.08	
83953	12/30/19	2907	RED WING SHOE COMPANY, INC.	SFTY	PV	167846	001 00701	225.00	MS-937652
				FWEAR-M.					
				SAINZ					
				Alt Payee					
				21167					
				RED WING SHOE STORE					
				4708 VINEYARD AVE.					
				OXNARD CA 93036					

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83954	12/30/19	16022	ROLLS SCAFFOLD & EQUIPMENT, INC	Payment Amount SCFFLD-WLK 11/11-12/8/19	PV	167788	001 00701			2,268.02	6082136S1C
83955	12/30/19	20898	SDI PRESENCE LLC	Payment Amount PIE 11/30 ERP CONSULT SRV	PV	167795	001 00701			4,112.50	3751
83956	12/30/19	21473	Alt Payee SDI PRESENCE LLC 29290 NETWORK PLACE CHICAGO IL 60673-1292	Payment Amount RFND BAL-CLOSED A/C	PV	167839	001 00101			174.92	061278
83957	12/30/19	6279	SOUTHERN CALIFORNIA EDISON	Payment Amount PUMP TESTING 11/19/19	PV	167746	001 00101			600.00	7501081235
83958	12/30/19	8645	SOUTHERN CALIFORNIA TROPHY COMPANY	Payment Amount (2) EE ANNVRSY GIFTS	PV	167903	001 00701			381.04	100321-19
83959	12/30/19	16271	SPOK, INC.	Payment Amount PAGER SRV 12/11/19-1/10 /20 PAGER SRV 12/11/19-1/10 /20 PAGER SRV 12/11/19-1/10 /20	PV	167732	001 00701			71.29	C0143084X
83960	12/30/19	20648	STANTEC CONSULTING SERVICES INC.	Payment Amount PIE 12/6 TWRF COMP STDY	PV	167773	001 00701			2,023.68	1599731
83961	12/30/19	21428	TERRA FORM,	Payment Amount RTN#3-DEMO	PD	167853	001 00754			9,172.10	10638/RTN#3

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm	Co	Amount	Invoice Number
			INC.	GARDEN/PWP	PV	167854	001	00701	183,442.00	10638/PMT#3
				PMT#3-DEMO						
				GARDEN/PWP						
				Payment Amount					174,269.90	
83962	12/30/19	12149	THATCHER CO. OF CALIFORNIA	274 GAL	PV	167860	001	00701	2,064.21	271134/271132
				CITRIC ACID						
				3,904 GAL	PV	167907	001	00701	5,739.13	271341
				BISULFITE						
				10.87 TN ALUM	PV	167908	001	00701	3,816.46	271342
				SULFATE						
				Payment Amount					11,619.80	
83963	12/30/19	20971	THOUSAND OAKS PLUMBING INC.	CLEAR TOILET	PV	167741	001	00751	145.00	19832324
				10/30-TAPIA						
				CLEAR TOILET	PV	167742	001	00751	145.00	19936155
				11/7-TAPIA						
				Payment Amount					290.00	
83964	12/30/19	18651	TOYOTA-LIFT OF LOS ANGELES	PM	PV	167714	001	00701	113.68	PSI-0161568
				SRV-VEH#134						
				PM	PV	167715	001	00701	123.89	PSI-0161773
				SRV-VEH#305						
				PM	PV	167716	001	00701	97.19	PSI-0161775
				SRV-VEH#306						
				PM	PV	167717	001	00701	99.57	PSI-0161774
				SRV-VEH#712						
				PM	PV	167718	001	00701	99.97	PSI-0161567
				SRV-VEH#708						
				PM SRV/OIL	PV	167719	001	00701	161.91	PSI-0161569
				CHG-#723						
				PM	PV	167720	001	00701	98.00	PSI-0161953
				SRV-VEH#304						
				PM	PV	167721	001	00701	121.90	PSI-0161952
				SRV-VEH#202						
				DIFFRNTL	PV	167722	001	00701	174.07	PSI-0162498
				SRV-VEH#708						
				DIFFRNTL	PV	167723	001	00701	137.13	PSI-0162504
				SRV-VEH#712						
				BRK FLUID	PV	167724	001	00701	141.20	PSI-0162508
				FLUSH-VEH#305						
				DIFFRNTL	PV	167725	001	00701	137.13	PSI-0162515
				SRV-VEH#306						

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				DIFFRNTL	PV	167726	001 00701	272.63	PSI-0162671
				SRV/BRK					
				FLSH#134					
				DIFFRNTL	PV	167727	001 00701	159.71	PSI-0163148
				SRV-VEH#304					
				TRAN	PV	167728	001 00701	228.09	PSI-0162684
				SRV-VEH#723					
				CLEAN PEDAL	PV	167729	001 00701	237.05	PSI-0163831
				ASMBLY#723					
				Payment Amount				2,403.12	
83965	12/30/19	20880	TPX COMMUNICATION S	SRV	PV	167730	001 00701	492.90	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	002 00701	200.00	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	003 00701	182.87	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	004 00701	166.87	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	005 00701	200.00	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	006 00701	1,100.40	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	007 00701	1,102.10	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	008 00701	1,322.54	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	009 00701	215.70	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	010 00701	200.00	124393997-0
				12/16/19-1/15					
				/20					
				SRV	PV	167730	011 00701	951.00	124393997-0

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Number	Date	Number				Number	Item Co		Number
12/16/19-1/15 /20									
				Payment Amount				6,134.38	
83966	12/30/19	2325	UNITED RENTALS	GENRTR RENT	PV	167913	001 00701	3,585.00	176199393-001
				11/15-12/13					
				Payment Amount				3,585.00	
83967	12/30/19	21164	UTILIWORKS CONSULTING, LLC	PI/E 11/30 AMR/AMI CONSLT	PV	167780	001 00701	16,270.21	5767
				Payment Amount				16,270.21	
83968	12/30/19	18604	VENTURA PEST CONTROL	PEST CNTRL-DEC'19	PV	167786	001 00701	135.00	698339
				PEST CNTRL-DEC'19	PV	167786	002 00701	100.00	698339
				PEST CNTRL-DEC'19	PV	167786	003 00701	340.00	698339
				Payment Amount				575.00	
83969	12/30/19	21196	VERNE'S PLUMBING, INC.	BKFLOW TST	PV	167920	001 00701	4,180.00	5965246
				11/4-11/27					
				BKFLOW TST	PV	167920	002 00701	950.00	5965246
				11/4-11/27					
				BKFLOW TST	PV	167922	001 00701	3,800.00	5963360
				11/18-11/27					
				BKFLOW TST	PV	167922	002 00701	1,805.00	5963360
				11/18-11/27					
				Payment Amount				10,735.00	
83970	12/30/19	3035	VWR SCIENTIFIC	BOTTLES	PV	167751	001 00701	31.23	8088447585
				BROTH/PIPET/ AGAR	PV	167752	001 00701	1,271.91	8088413347
				Alt Payee					
			3216 VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169						
				Payment Amount				1,303.14	
83971	12/30/19	18521	WALTON MOTORS & CONTROLS, INC.	HYDRALC PUMP MOTOR	PV	167902	001 00751	1,631.55	41429
				Payment Amount				1,631.55	
83972	12/30/19	18914	WECK	MALIBU	PV	167798	001 00701	2,495.55	W9L0087-LV

Batch Number - 276830
 Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document	Key	Key	Key	Invoice
Number		Number			Number	Item	Code	Code	Number
			LABORATORIES, INC.						
				CREEK-9K06004					
				TAPIA	167862	001	00701		W9L0805-LV
				GRNDWTR-9K06009				76.39	
				TAPIA	167863	001	00701		W9L0806-LV
				EFFLNT-9K06007				331.00	
				FAST WTR	167864	001	00701		W9L1015-LV
				CT-9K19045				443.63	
				TAPIA	167866	001	00701		W9L1334-LV
				GRNDWTR-9L03102				7.43	
				TTHM/HAA5-9K19046				806.16	
				TAPIA	167867	001	00701		W9L1137-LV
				EFFLNT-9L03097				127.30	
				DIONIZED	167869	001	00701		W9L1140-LV
				WTR-9L03101				26.52	
				RLV SLDG	167870	001	00701		W9L1540-LV
				CAKE-9H20121				250.00	
				Payment Amount				4,563.98	
				Total Amount of Payments Written				710,172.29	
				Total Number of Payments Written				85	

December 30, 2019

To: Payroll

From: David W. Pedersen
General Manager



RE: Per Diem Request – December 2019

Attached are the Director statements of attendance for meetings, conferences and miscellaneous functions, which are summarized in the table below. If you have any questions, please contact me. Thank you.

On April 25, 2017, the Board adopted Resolution No. 2513, amending the per diem rate to \$220.

	<u>Director</u>	<u>No. of Meetings</u>	<u>Rate</u>	<u>Total</u>
8014	Charles Caspary	8	\$220.00	\$1,760.00
19447	Jay Lewitt	7	\$220.00	\$1,540.00
21169	Lynda Lo-Hill	6	\$220.00	\$1,320.00
18856	Leonard Polan	1	\$220.00	\$220.00
14702	Lee Renger	2	\$220.00	\$440.00

*LVMWD Code Section 2-2.106(a): "not exceeding a total of ten (10) days in any calendar month"

**LVMWD Code Section 2-2.106(b): MWD director "not exceeding a total of ten (10) additional days in any calendar month."

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Josie Guzman , Mary Capps Director's Name: Jay Lewitt
 Month of: December Division: 5

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
12.2.19	1	1	1 mileage		x	Pure Water and Padre Dam Tour
12.3.19	1				x	ACWA San Diego
12.4.19	1				x	ACWA San Diego
12.5.19	1				x	ACWA San Diego
12.6.19	1	1	1 mileage		x	ACWA San Diego
12.9.19	1				x	JPA board meeting
12.17.19	1				x	LVMWD Board Meeting
TOTAL						

Date Submitted: 12.20.19
 Director Signature: JL

5 NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Josie Guzman, Clerk of the Board

Director's Name: Lynda Lo-Hill

Month of: December

Division: 2

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:


Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
12/3-12/6	4		Y		X	ACWA Fall Conference San Diego
12/9/2019	1				X	JPA Meeting
12/17/2019	1				X	LVMWD Board Meeting
TOTAL						
						6

Date Submitted: December 22, 2019

Director Signature: Lynda Lo-Hill submitted by email

5 **NOTES:** 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT


 To: Josie Guzman, Clerk of the Board Director's Name: Leonard Polan
 Month of: Dec-19 Division: #4

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
12/17/19	1	-----	1	-----	Y	LVMWD Board Mtg
TOTAL			1			

Date Submitted: 12/26/19
 Director Signature: Leonard E. Polan

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Josie Guzman, Clerk of the Board

Director's Name: LEE RENGER

Month of: December, 2019

Division: 3

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
12/9/2019	1		N		X	JPA BOARD MEETING
12/17/2019	1		N		X	LVMWD BOARD MEETING
TOTAL						

Date Submitted: 23-Dec-19

Director Signature: Lee Renger

50

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

17238 0J

RECEIVED
DEC 30 2019
BY: [Signature]

INVOICE

Glen Peterson, Director

Metropolitan Water District of Southern California
2936 Triunfo Canyon Rd
Agoura, CA. 91301
email: glenpsop@icloud.com

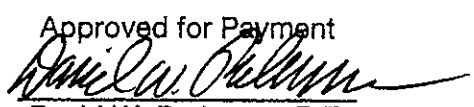
DATE: 12/29/19
INVOICE # 13
FOR: Director fees

Bill To:
Las Virgenes Municipal Water District
4232 Las Virgenes Canyon Rd
Calabasas, CA. 91302
attn: Josie Guzman, Clerk of the Board
828-251-2100

Date	Description	fee
12/1-6/19	ACWA and Tour of Pure Water	\$1,320.00
12/9/2019	MWD committee meetings	\$220.00
12/10/2019	MWD Board and travel to CRUA Meeting Las Vegas	\$220.00
12/11-13/19	CRUA Meeting Las Vegas	\$440.00
12/17/2019	Report to LVMWD Board	\$0.00
	TOTAL	\$2,200.00

Make Check payable to Glen Peterson

Thank you for the opportunity to serve

Approved for Payment

David W. Pedersen, P.E.



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Monthly Cash and Investment Report: November 2019

SUMMARY:

During the month of November, the value of the District's investment portfolio decreased from \$92,970,452, held on October 31, 2019, to \$85,275,641. There were no investments that matured or were called in November; one investment was purchased, increasing the book value to \$53,449,104. The value of the District's Local Agency Investment Fund (LAIF) account decreased to \$29,008,037.

RECOMMENDATION(S):

Receive and file the Monthly Cash and Investment Report for November 2019.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

DISCUSSION:

As of November 30, 2019, the District held \$85,275,641, down 1.62% year-over-year. The portfolio was down from the previous month's total of \$92,970,452 due to withdraws to call the outstanding Sanitation bond. The majority of the funds were held in the District's investment account, which had a November 30th book value of \$53,449,104. LAIF held the majority of the remaining funds, in the amount of \$29,008,037. A significant portion of the balance, \$2,773,275, remained in LAIF as required reserves as the bond redemption processed. The annualized yield for the District's investment portfolio was 2.08% in November 2019, flat from October. The annualized yield on the District's LAIF funds was 2.10% in November, down as compared to October's 2.19%. The total yield on the District's accounts was 2.09%, down from 2.13% year-over-year.

No investments were called or matured during November 2019.

The following investment was purchased during November 2019:

- FAMCA agency bullet, in the amount of \$999,340, maturing on 11/01/24 with a par value of \$1,000,000; YTM 1.80%.

The following transactions occurred in the District's LAIF account:

- 11/07/19 – Withdraw in the amount of \$2,600,000.
- 11/26/19 – Withdraw in the amount of \$2,000,000.

The District's investments are in compliance with the adopted Investment Policy, and the District has sufficient funds to meet expenditures during the next six months from funds held in LAIF.

Cash Analysis:

Another important aspect of the Monthly Cash and Investment Report is to monitor the District's performance as compared to its adopted Financial Policies. Attachment B shows the District's total cash and investments as of November 30, 2019 and compares the balances to the adopted Financial Policies. As shown for November, the Potable Water Enterprise was \$3.4 million below the levels set forth in the District's Financial Policies. The Sanitation Enterprise shows a temporary shortfall from the District's financial policies following transfer of funds for the bond redemption, and the Recycled Water Enterprise had cash and investments available for capital projects in the amount of \$8.1 million. The Board has assigned \$5 million in funds from the Recycled Water Enterprise and \$10 million in funds from the Sanitation Enterprise for use on the Pure Water Project Las Virgenes-Triunfo. Cash in excess of required reserves and assignments is available for capital projects.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

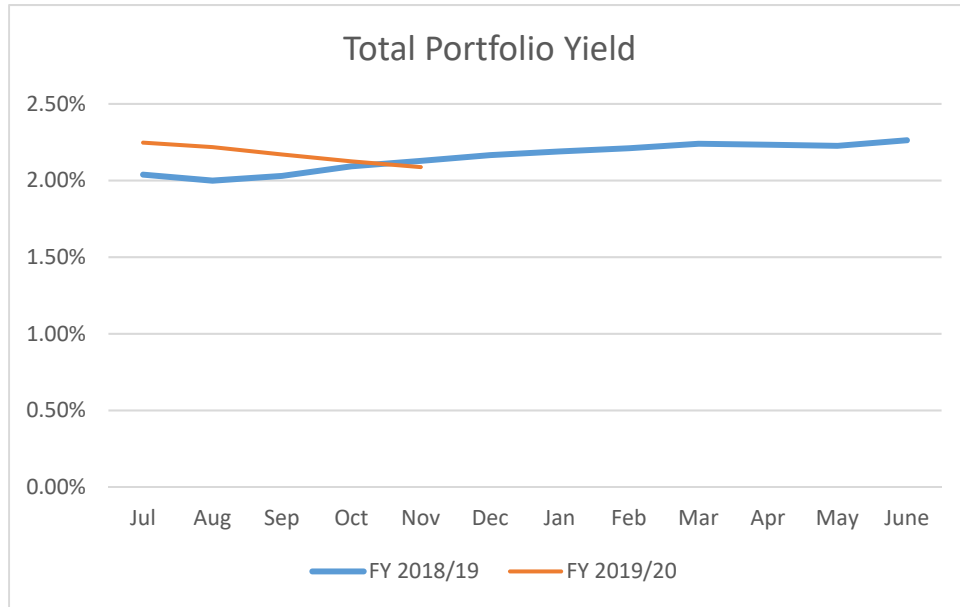
Charts

Monthly Investment Report

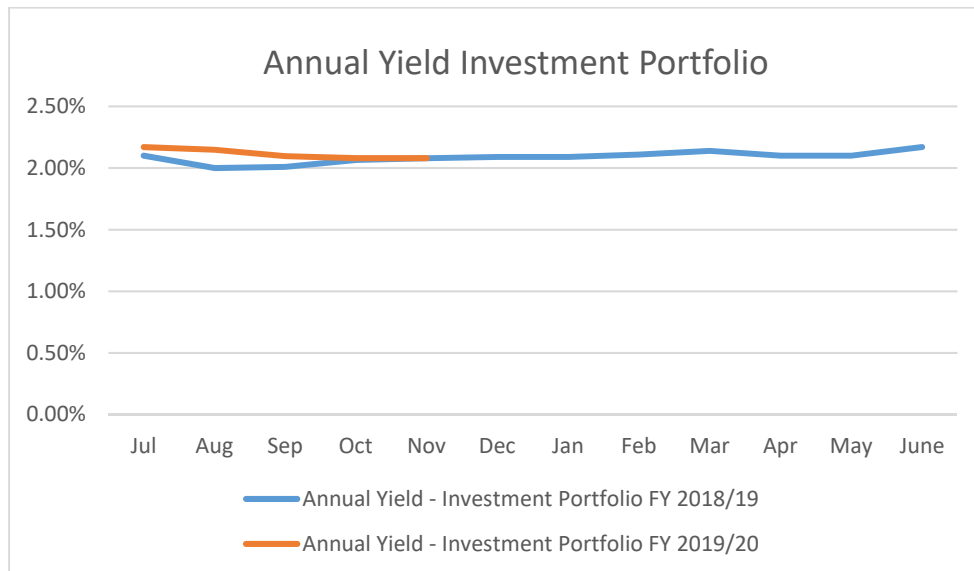
Definitions

Cash Report - November 2019

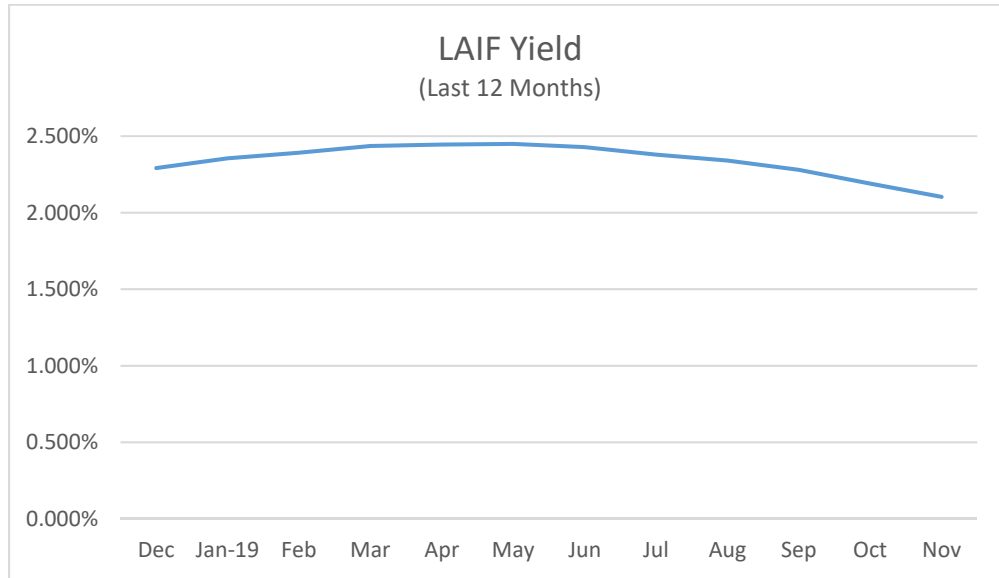
As of November 30, 2019, at Book Value, LAIF held 34.02% of the District’s portfolio, the investment portfolio held 62.68%, and the refunding revenue bond held 3.25%, with the remainder in a money market account. As can be seen in the chart below, the total yield in November 2019 was 2.09%, down four basis point from October and down from 2.13% one year ago.



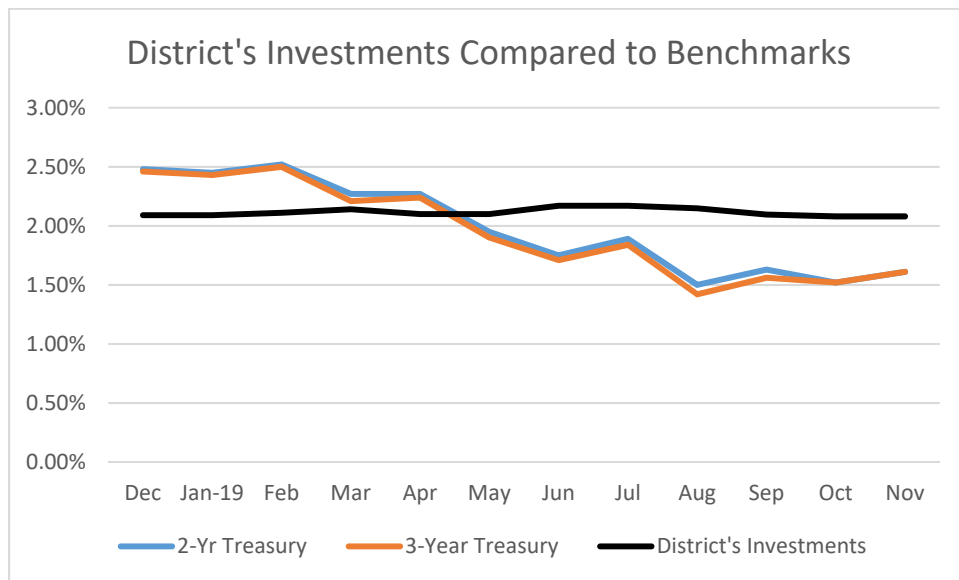
In November, the annualized yield for the District’s Investment Portfolio was flat from October at 2.08% and flat from a year ago. The chart below shows annualized monthly yield of the current fiscal year compared with the same monthly yield over the previous year.



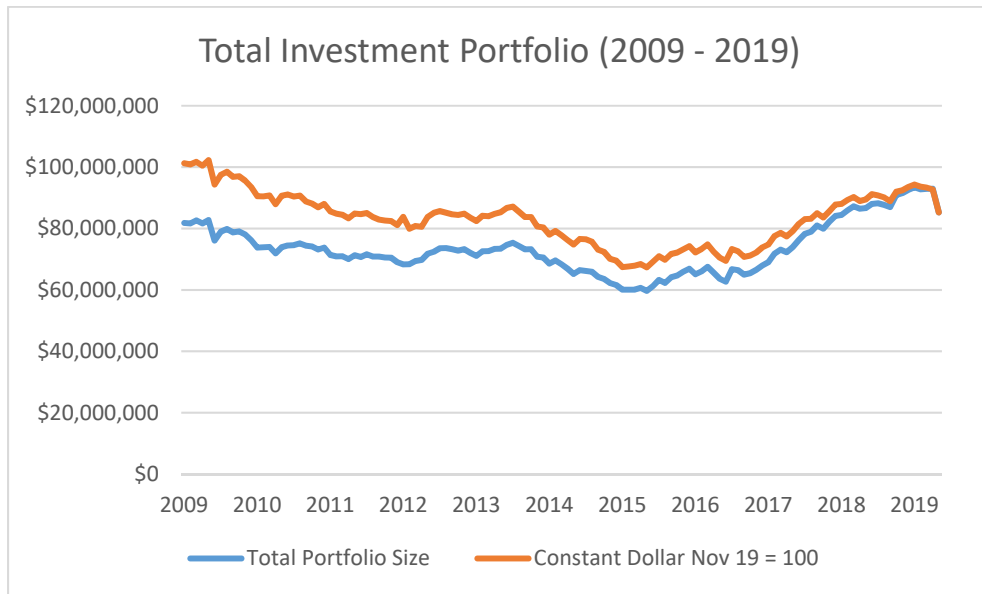
The following chart shows the average annualized LAIF yields over the past twelve months. In November, the LAIF yield was 2.10%, down from October's 2.19% and down from 2.21% a year ago.



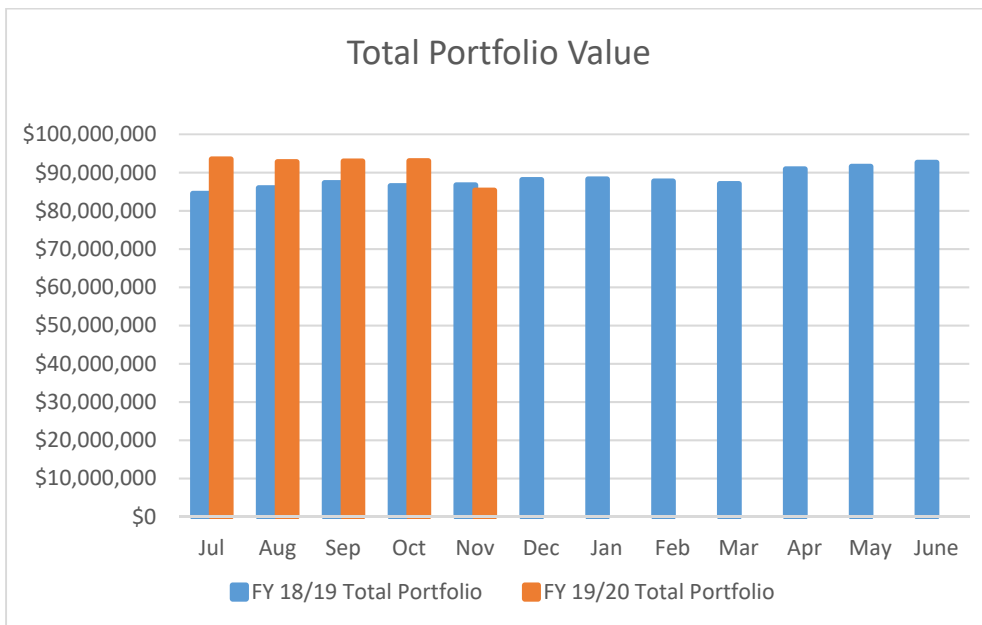
In order to benchmark how the District's portfolio is performing, it is useful to compare its investment portfolio with a comparable index. The District has historically compared its investment portfolio returns to the 2-Year and 3-Year Treasury notes. Because the District buys and holds its investments, the average portfolio yield should generally be flatter and trail the 2 and 3-year Treasuries.



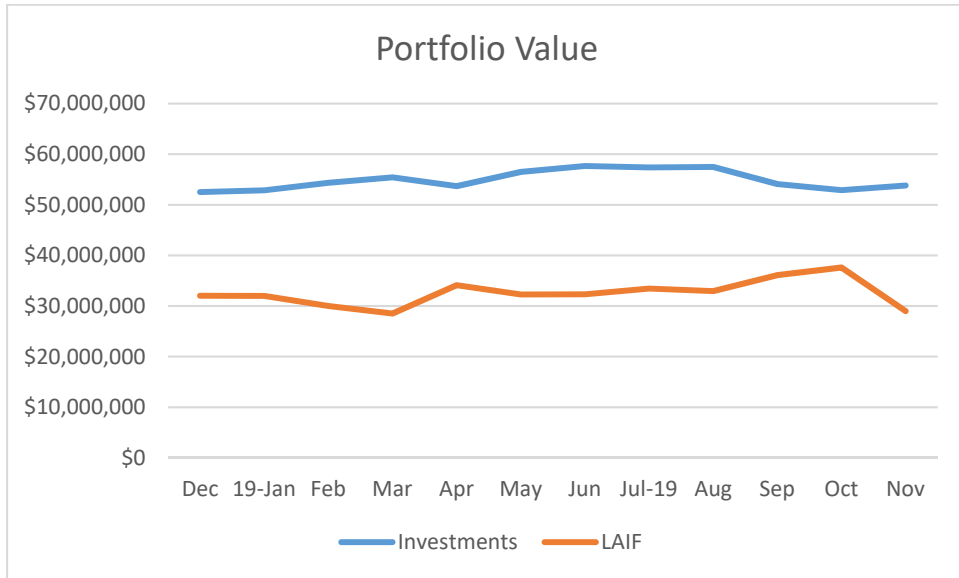
Equally important to monitoring performance is to monitor total portfolio value that includes the District's Investment Portfolio and LAIF accounts. The chart below shows the total portfolio value between 2009 and 2019. In October, the District's portfolio was virtually down from October at \$85,275,641 as the called its outstanding Sanitation bonds.



The chart below compares total portfolio value in the current Fiscal Year, compared to the same period in the previous fiscal year.



The chart below shows the value of the District’s Investment and LAIF portfolios over the past twelve-month period. The District’s Investment Policy requires an amount equal to 6 months of operating budget to be kept in LAIF, which is \$28.8 million.



Date: December 18, 2019
 To: David W. Pedersen, General Manager
 From: Finance and Administration Department
 Subject: Investment Report for the Month of November 2019

Summary of Investments

Investments Maturing Within Six Months:

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
1.400%	1.400%	1.400%	FHLMC-Bullet	06/27/16		12/27/19	1,000,000	1,000,000	999,840	Custodian
1.610%	1.610%		FHLMC-Bullet	03/27/17		12/27/19	1,000,000	1,000,000	999,990	Custodian
1.300%	1.300%		FNMA-Bullet	02/24/16		02/24/20	1,000,000	1,000,000	999,220	Custodian
1.800%	1.800%		MDS-Muni Bond	03/22/17		03/15/20	1,000,000	1,000,000	1,000,230	Custodian
			Sub-Total				4,000,000	4,000,000	3,999,280	

Investments Maturing After Six Months:

1.600%	1.600%	1.600%	FNMA-Bullet	05/19/15		05/19/20	1,000,000	1,000,000	999,640	Custodian
2.250%	1.732%		CONNECTICUT ST-MuniBo	02/17/16		09/01/20	1,119,649	1,095,000	1,097,836	Custodian
2.427%	1.779%		NEWSCD-MuniBond	03/17/16		08/01/20	934,688	910,000	914,195	Custodian
1.400%	1.400%	1.400%	FFCB-Callable Coupon	04/13/16	Cont. 4/13/17	04/13/20	1,000,000	1,000,000	998,610	Custodian
1.500%	1.500%		CAL ST-MuniBond	04/28/16		04/01/21	1,000,000	1,000,000	996,390	Custodian
2%-Up	1.866%	1.625%	FHLMC-Callable Coupon	06/16/16	12/16/19	06/16/21	1,000,000	1,000,000	1,000,050	Custodian
2.387%	1.392%		SCVWTR-MuniBond	06/21/16		06/01/21	1,047,370	1,000,000	1,008,540	Custodian
1.5%-Up	2.014%	1.000%	FHLB-Callable Coupon	06/30/16	12/30/19	06/30/21	1,000,000	1,000,000	998,770	Custodian
1.960%	1.960%	1.960%	MOUSCD-MuniBond	07/14/16		08/01/21	600,000	600,000	599,070	Custodian
1.550%	1.550%		CAPITAL ONE BANK - CD	08/10/16		08/10/21	245,000	245,000	244,145	Custodian
1.580%	1.501%	0.700%	FNMA-Callable Coupon	08/15/16	12/15/19	06/15/20	1,002,920	1,000,000	999,430	Custodian
1.400%	1.400%	1.400%	FNMA-Callable Coupon	08/24/16	02/24/20	08/24/20	1,000,000	1,000,000	997,800	Custodian
1.450%	1.450%		JP Morgan Chase BK-CD	09/16/16	12/16/19	09/16/20	245,000	245,000	244,395	Custodian
1.713%	1.713%		CASPWIR-Muni Bond	09/28/16		05/01/21	944,684	944,684	944,929	Custodian
1.480%	1.480%	1.483%	FNMA-Callable Coupon	09/29/16	12/29/19	12/29/20	1,000,000	1,000,000	997,110	Custodian
1.5%-Up	2.115%	1.250%	FHLB-Callable Coupon	11/17/16	02/17/20	11/17/21	1,000,000	1,000,000	998,390	Custodian
1.5%-Up	2.116%	1.300%	FHLMC-Callable Coupon	11/22/16	02/22/20	11/22/21	1,000,000	1,000,000	996,680	Custodian
1.6%-Up	1.875%	1.600%	FHLB-Callable Coupon	12/09/16	12/09/19	12/09/21	1,000,000	1,000,000	998,590	Custodian
2.000%	2.046%	2.018%	FHLMC-Bullet	01/30/17		01/26/22	997,850	1,000,000	1,004,270	Custodian
2.350%	2.350%		Goldman Sachs Bank - CD	06/21/17		06/21/22	245,000	245,000	248,582	Custodian
2.350%	2.350%		Sallie Mae Bank/Salt LK-CD	06/21/17		06/21/22	245,000	245,000	248,582	Custodian
2.125%	2.124%	2.084%	FHLMC-Callable Coupon	08/09/17	12/29/19	06/29/22	1,000,050	1,000,000	1,000,260	Custodian
2.000%	2.000%	2.000%	FHLB-Callable Coupon	08/10/17	08/10/20	08/10/22	1,000,000	1,000,000	1,001,680	Custodian
2.250%	2.104%	1.465%	FHLMC-Bullet	08/16/17		06/29/22	1,000,300	1,000,000	1,015,080	Custodian
2.400%	2.400%		American Express - CD	08/29/17		08/29/22	245,000	245,000	248,031	Custodian
2.400%	2.400%		Capital One NA - CD	08/30/17		08/30/22	245,000	245,000	249,016	Custodian
1.750%	1.766%		FFCB-Bullet	09/13/17		09/13/22	999,250	1,000,000	1,002,520	Custodian
2.500%	2.604%		SFOFAC-Muni Bond	11/09/17		09/01/22	497,650	500,000	506,090	Custodian
2.050%	2.050%		BMW Bank - CD	11/29/17		11/30/20	245,000	245,000	246,149	Custodian
2.500%	2.500%		Wells Fargo Bank - CD	12/08/17		12/08/22	245,000	245,000	249,866	Custodian
2.550%	2.550%		NYSDEV-Muni Bond	12/21/17		03/15/22	1,000,000	1,000,000	1,014,060	Custodian
2.300%	2.300%		FHLMC-Callable Coupon	12/27/17	12/27/19	12/27/22	1,000,000	1,000,000	1,000,350	Custodian

LVMWD Investment Report for the Month Ending November 30, 2019

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
Investments Maturing After Six Months (continued):										
2.200%	2.200%		Merrick Bank-CD	01/09/18		01/11/21	245,000	245,000	246,646	Custodian
2.650%	2.650%		Morgan Stanley Bank-CD	01/11/18		01/11/23	245,000	245,000	251,162	Custodian
2.130%	2.338%		FAMCA-Bullet	01/24/18		01/24/23	990,240	1,000,000	1,010,100	Custodian
2.650%	2.650%	2.650%	FHLB-Callable Coupon	02/28/18	02/28/20	02/28/23	1,000,000	1,000,000	1,001,790	Custodian
2.700%	2.700%		FFCB-Bullet	04/11/18		04/11/23	1,000,000	1,000,000	1,035,440	Custodian
3.150%	3.150%		CitiBank NA - CD	05/11/18		05/11/23	245,000	245,000	255,944	Custodian
3.297%	3.297%	3.297%	UNVHGR-Muni Bond	06/05/18	Cont. 6/5/18	05/15/23	930,000	930,000	969,869	Custodian
2.900%	2.980%		FAMCA-Bullet	08/01/18		07/24/23	996,263	1,000,000	1,038,580	Custodian
2.000%	3.063%		CASPWR-Muni Bond	09/24/18		05/01/22	963,980	1,000,000	1,005,310	Custodian
2.250%	3.092%		CAS-Muni Bond	10/31/18		10/01/23	961,850	1,000,000	1,013,710	Custodian
3.350%	3.350%		Morgan Stanley PVT BK-CD	01/10/19		01/10/24	245,000	245,000	259,815	Custodian
1.980%	2.810%		FAMCA-Bullet	02/01/19		06/30/22	452,510	465,000	468,985	Custodian
2.850%	2.850%		1st MO St Bank - CD	02/13/19		08/14/23	245,000	245,000	254,148	Custodian
3.000%	3.000%		TIAA FSB - CD	02/22/19		02/22/24	245,000	245,000	256,552	Custodian
3.250%	2.536%		FHLB-Bullet	02/25/19		06/09/23	1,028,810	1,000,000	1,053,960	Custodian
2.800%	2.800%		FHLB-Callable Coupon	02/26/19	02/26/21	02/26/24	1,000,000	1,000,000	1,010,270	Custodian
2.370%	2.524%		FFCB-Bullet	03/12/19		02/05/24	992,950	1,000,000	1,029,910	Custodian
3.375%	2.227%		FHLB-Bullet	03/28/19		09/08/23	1,048,330	1,000,000	1,062,500	Custodian
2.750%	2.750%		Comerity CAP Bank-CD	04/30/19		04/30/24	245,000	245,000	254,168	Custodian
3.000%	2.500%		CAS-Muni Bond	05/01/19		04/01/24	1,022,980	1,000,000	1,040,440	Custodian
2.400%	2.400%		1st Choice Bank - CD	05/22/19		11/23/20	245,000	245,000	246,960	Custodian
2.650%	2.650%		Bank of New Eng Salem-CD	05/23/19		05/23/24	245,000	245,000	253,131	Custodian
2.650%	2.650%		FHLMC-Callable Coupon	06/04/19	12/04/19	06/04/24	1,000,000	1,000,000	1,000,040	Custodian
2.850%	2.850%		St. Bank of India -CD	06/19/19		06/19/24	245,000	245,000	245,110	Custodian
2.160%	1.865%		FFCB-Bullet	06/28/19		06/03/24	1,013,820	1,000,000	1,022,860	Custodian
2.150%	2.150%		Enerbank USA - CD	08/07/19		08/07/24	245,000	245,000	247,617	Custodian
1.590%	1.590%		Maryland St-Muni Bond	08/28/19		08/01/22	1,000,000	1,000,000	993,930	Custodian
2.147%	2.147%		UNIGEN - Muni Bond	08/29/19		06/01/24	1,000,000	1,000,000	998,380	Custodian
2.000%	2.000%	2.000%	FFCB-Callable Coupon	09/03/19	09/03/20	09/03/24	1,000,000	1,000,000	998,870	Custodian
1.750%	1.750%		1st Farmers BK7Trust-CD	09/04/19		09/04/24	245,000	245,000	243,069	Custodian
1.650%	1.650%	1.650%	FFCB-Callable Coupon	09/09/19	09/09/21	09/09/24	1,000,000	1,000,000	993,300	Custodian
1.740%	1.654%		FAMCA-Bullet	09/30/19		09/26/24	1,003,620	1,000,000	999,360	Custodian
2.000%	2.000%		FHLB-Callable Coupon	10/02/19	10/02/20	10/02/24	1,000,000	1,000,000	986,390	Custodian
1.790%	1.804%		FAMCA-Bullet	11/15/19		11/01/24	999,340	1,000,000	1,003,050	Custodian
Sub-Total							49,449,104	49,344,684	49,820,472	
Total investments							\$53,449,104	\$53,344,684	\$53,819,752	

Interest earnings for the month were as followed:

Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	Investments	Local Agency Investment Fund (LAIF)	Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	Total Earnings
	\$1,035	92,453	50,837	77	2,833
				2,833	\$147,235
					2.103%
					2.080%
					2.103%
					1.290%
					1.490%

LVMWD Investment Report for the Month Ending November 30, 2019

Schedule of Investment Balance Limitations (Per District investment policy)

The source of the market valuation is as followed:

	Total Amount Invested	% of Total	Max. Limit Allowed
Investments (Note 1)	\$53,449,104	62.68%	no limit
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)	2,773,275	3.25%	1 yr debt pmnt.
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	45,225	0.05%	no limit
Local Agency Investment Fund (LAIF)	29,008,037	34.02%	65,000,000
Total	\$85,275,641	100.00%	

Note 1: The average weighted duration for investments, excluding LAIF, is 948 days, which is under the assumption that callable coupons will not be called and will be held until maturity.
 Note 2: In November 2019, Joint Powers Authority's participation in investment is \$3,346,768.45, of which \$2,514,063.46 (or 75.12%) belongs to LV.

Bank Account Balances as of November 30, 2019:

Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$74,614 (Note 3)
Wells Fargo Bank	Sweep	1,421,186
Bank of New York Mellon	Money Market	7,428,263 (Fund is available for Refunding Revenue Bond full redemption on December 13, 2019)
	Total	\$8,924,063

Note 3: This is bank balance without adjusting for outstanding checks. The total amount of outstanding checks is unavailable at the time of reporting.

"All District investments are included in this report and all investments, except those relating to debt issues and deferred compensation programs funds, conform to District investment policy. All investment transactions within the period covered by this report, except for the exceptions noted above, conform to District investment policy. Deferred compensation program funds are not included in this report; their investment is directed by individual employees participating in the deferred compensation program and not by the District. Debt issue funds are included in this report; their investment is controlled by specific provisions of the issuance documents and not by the District."

"The deposits and investments of the District safeguard the principal and maintain the liquidity needs of the District, providing the District with the ability to meet expenditure requirements for the next six months. The maturity dates are compatible with foreseeable cash flow requirements. The deposits and investments can be easily and rapidly converted into cash without substantial loss of value."

Approved for January 7, 2020 Agenda:

David W. Pedersen, General Manager

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT
 TO THE BEST OF MY KNOWLEDGE

Lynda Lo-Hill, Treasurer

Note: Gov. Agency Coupon Notes will distribute interest every six month.
 1-CPNRT=1.5% to 6/18; 1.625% to 6/19; 1.75% to 6/19; 2.0% to 6/20; thereafter 2.5%.
 3-CPNRT=1.25% to 11/18; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.
 5-CPNRT=1.5% to 12/19; 1.75% to 6/20; 2% to 12/20; 2.5% to 6/21; thereafter 3%.

2-CPNRT=1% to 12/17; 1.25% to 12/18; 1.5% to 12/19; 2% to 6/20; 4% to 12/20; thereafter 6%.
 4-CPNRT=1.3% to 5/19; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.
 6-CPNRT=1.5% to 6/18; thereafter 2.25%.

Definitions

- Disc./Cpn Rate – The yield paid by a fixed income security.
- Yield to Call (YTC) – The rate of return of a security held to call when interest payments, market value and par value are considered.
- Yield to Maturity (YTM) – The rate of return of a security held to maturity when interest payments, market value and par value are considered.
- Bullet – A fixed income security that cannot be redeemed by the issuer until the maturity date.
- Callable – A fixed income security that can be redeemed by the issuer before the maturity date.
- Book Value – The price paid for the security.
- Par Value – The face value of a security.
- Market Value – The current price of a security.
- Sinking Bond – In the case of the CASPWR Bond held by the District, a sinking bond pays a portion of principal on a defined schedule throughout the life of the bond.
- Custodian – The financial institution that holds securities for an investor.

Investment Abbreviations

- FHLB – Federal Home Loan Bank
- FHLMC – Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA – Federal National Mortgage Association (Fannie Mae)
- FFCB – Federal Farm Credit Bank
- FAMCA – Federal Agricultural Mortgage Corporation (Farmer Mac)
- Bonds
 - CAS – State of California
 - CASHGR – California State University
 - CASPWR – State of California Department of Water Resources
 - CTS – State of Connecticut
 - HESDEV – Successor Agency to the Hesperia Redevelopment Agency
 - MDS – State of Maryland
 - MOUSCD – Mountain View Unified School District
 - NEWSCD – Newark, CA Unified School District
 - NYSDEV – New York State Urban Development Revenue Bond
 - SCVWTR – Santa Clara Valley Water District
 - SFOFAC – City and County of San Francisco Community Facilities District
 - SRVSCD – San Ramon, CA Unified School District
 - UNVHGR – University of California

LVMWD CASH ANALYSIS - November 30, 2019

	Restricted Cash	Cash Held by Policy	Policy Requirement	Available Funds
101 - Potable Water Operations		9,980,179	9,997,207	
201 - Potable Water Construction	(4,155,709)			
301 - Potable Water Replacement		11,885,006	11,157,814	
603 - Rate Stabilization Fund		<u>8,000,000</u>	<u>8,000,000</u>	
Total Potable Water	(4,155,709)	29,865,185	29,155,021	(3,445,545)
102 - Recycled Water Operations		9,293,286	1,100,143	
203 - Recycled Water Construction	(103,468)			
302 - Recycled Water Replacement		2,512,762	2,483,887	
Pure Water Project Assigned Funds		<u>5,000,000</u>		
Total Recycled Water	(103,468)	16,806,047	3,584,030	8,118,550
130 - Sanitation Operations		12,020,433	3,291,214	
230 - Sanitation Construction	707,699			
330 - Sanitation Replacement		105,137	10,285,867	
Pure Water Project Assigned Funds		<u>10,000,000</u>		
Total Sanitation	707,699	22,125,569	13,577,081	(743,812)
606 & 607 - Refunding Revenue Bonds - Reserve Fund	10,201,538			
701 - Vested Sick Leave Reserve	1,433,669			
720 - Insurance Reserve		7,869,015	6,606,216	1,262,799
JPA	4,065,731			
Prepaid Connection Fees & Undistributed Interest	4,249,617			
<i>Subtotal</i>	<u>16,399,077</u>	<u>76,665,816</u>		
TOTAL	93,064,893			

Financial Policy - Cash required to comply with District's adopted Financial Policy.

Restricted Cash - Revenue restricted to a particular purpose.

Bond Covenants - Money relating to bond financing that is restricted in use and required by promises made in bond documents.

Funds are reconciled at year-end.



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Accounts Receivable Collection Service: Award

SUMMARY:

The District solicited proposals from qualified firms to perform collection services on unpaid accounts, and four proposals were received. Staff recommends accepting the proposal from Continental Credit Control, Inc., based on their collection methodology and favorable rates. Continental Credit Control agrees to collect on accounts for the District at a contingency rate of 25% for accounts directly collected without the use of skip tracing to locate the debtor or use of a third-party attorney, and 35% for accounts requiring skip tracing or use of a third-party attorney.

RECOMMENDATION(S):

Accept the proposal from Continental Credit Control, Inc., and authorize the General Manager to execute an agreement based on contingency rates of 25% for accounts directly collected without the use of skip tracing or a third-party attorney and 35% for accounts requiring skip tracing or use of a third-party attorney.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

No

FINANCIAL IMPACT:

This action is expected to reduce the number and value of the District's uncollected accounts.

DISCUSSION:

The District actively seeks to collect all outstanding debt to ensure that payment is received for services delivered. For active accounts, the discontinuation of water service is an effective means to ensure that unpaid balances are paid. As a result, collection efforts are generally limited to closing bills for customers who relocate outside the District's service area. Unpaid balances for customers who relocate within the District's service area must be paid before new service will be initiated.

Following is a summary of the District's collection process. The proposed action does not change the District's collection process but rather adds the use of a third-party to further seek recovery on unpaid accounts after Collection Letter No. 3.

Collection Process:

Seven days after the due date of a closing bill, Collection Letter No. 1 is mailed to the customer and a late fee is assessed to the account. If an email address is available, an email is also sent to the customer advising of the outstanding balance due. If there is no response within 14 days, Collection Letter No. 2 is sent advising the customer that their account remains past due and that further action will be taken. Over the next 30-day period, skip tracing steps are taken to locate the customer and if the account remains unpaid, Collection Letter No. 3 is sent advising the customer that their account has been referred to a credit reporting agency and that their credit may be negatively affected if payment is not received.

The District currently reports unpaid balances to Transunion and has approximately 1,300 uncollected accounts totaling approximately \$423,000. A third-party collection agency can be helpful to assist the District in further recovering unpaid balances. If approved, staff proposes that unpaid accounts be referred to a third-party collection agency following Collection Letter No. 3 and concurrent with reporting to Transunion.

Staff received proposals from four firms. Continental Credit Control offered a detailed proposal that outlined their collection methodology including their philosophy of maintaining respectful interactions with customers and providing the lowest overall percentage rate. Continental Credit Control agrees to collect on accounts for the District at contingency rates of 25% for accounts directly collected without use of skip tracing or a third-party attorney (25% to Continental Credit Control and 75% to District), and 35% on accounts requiring skip tracing or use of a third-party attorney (35% to Continental Credit Control and 65% to District).

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Angela Saccareccia, Finance Manager

ATTACHMENTS:

Proposal by Continental Credit Control

CCCCRFI



PREPARED BY: Joei Conwell
TITLE: Account Manager
PHONE: 800.839.7237
EMAIL: joei@contcred.com



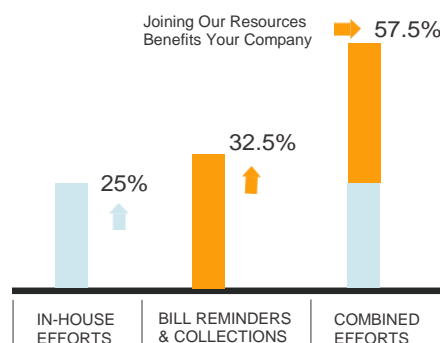
WE INSPIRE
CUSTOMERS
TO RESOLVE
ACCOUNTS

REVENUE RECOVERY COMPANY

When you use Continental Credit Control, you are connected with a new team of educated and professional administrators that who are familiar with revenue management. Our partnership will provide technology and resources that will reduce losses and increase revenue. Every collection effort we make, whether it is a friendly reminder call or demand letter, is professional and effective. Our goal for your company is to provide you professional service that is a true extension of your business office.

BENEFITS & RESULTS

- * Our Scripts are Tailored for Your Type of Accounts
- * Manage Accounts Online
- * No Up-front Cost
- * Fast Same Day Service
- * 24-hour Online Customer Payment Center
- * No Cost Administration Staff
- * Reduced Operational Cost



RESULTS

Collection Results may vary. CCC internal audits yield an average of 32.5% decrease in losses. Our loss reduction reports are conducted after our client's in-house efforts have been performed. When we work together we achieve better results.

RAPID COLLECTION

YOUR ACCOUNTS

Common Revenue Problem
Solve Challenges
Enhanced Receivables

OUR SERVICES

Everything We Do
Additions to Revenue
Capabilities, Staff & Hours of Operation
Location Services

GOOD STORY

CCC Numbers
Cost vs. Benefit

CCCIPAYMENTS.COM

People Like Us
Payment System
Payment Plan Management

SECURITY & COMPLIANCE

LAWS: FDCPA & HIPAA
Collector Training
State Licensing
Insurance
Disaster Preparedness

ABOUT US

About Us
Affiliations
Corporate Hierarchy
Fees
References

SOLVE CHALLENGES

WE SOLVE COMMON AND UNIQUE CHALLENGES THAT COMPANIES FACE WITH CUSTOM COLLECTION PROTOCOLS DESIGNED FOR EACH CLIENT.

ADMINISTRATION

Overwhelmed Staff
Growing Ageing Revenue Cycle
Disconnection With Customer
Increasing Administration Costs
Reduced Reimbursements

ACCOUNT MANAGEMENT

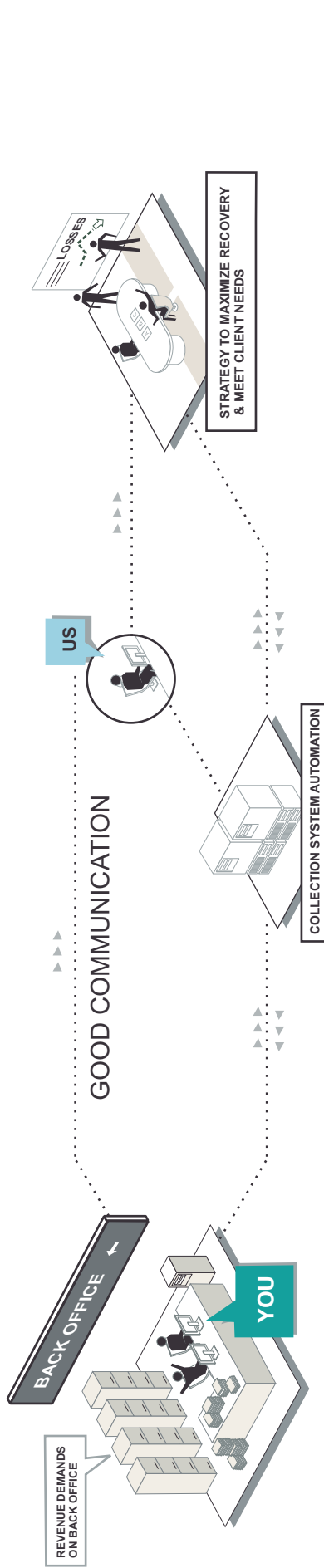
Customer Mail Returns
Customer Disputes
Sensitive Customer Communications
Customer Notification
Customer Follow-up
Incorrect Customer Information

HOW CCC COLLECTION ENHANCES RECEIVABLES

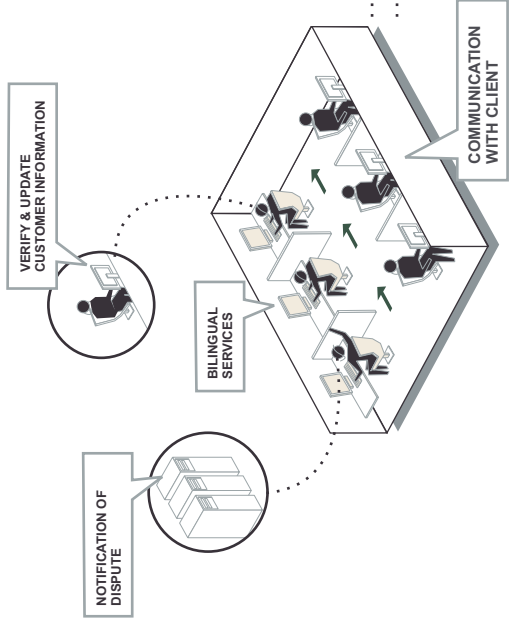
SERVICES AND RESOURCES WE PROVIDE TO CUSTOMERS TO ENSURE DEBT RECOVERY.

ADMINISTRATION	CUSTOMER MANAGEMENT	TECHNOLOGY
Staff Support	Debt Collection Calls	Online Reporting
Best Practices Sharing	Educational Resources	Electronic Filing
Business Office Automation	Online Statements	Electronic Downloads
Operational Assessments	Online Payments	Software Interfacing
Financial Performance Review	Payment Plans	Data Security
Strategic Planning	Insurance Discovery	Call Recording
	Itemized Statements	Dialer
	Customer Service	Automated Sharing
	Customer Dispute Resolution	& Reconciliation

THIS IS EVERYTHING WE DO



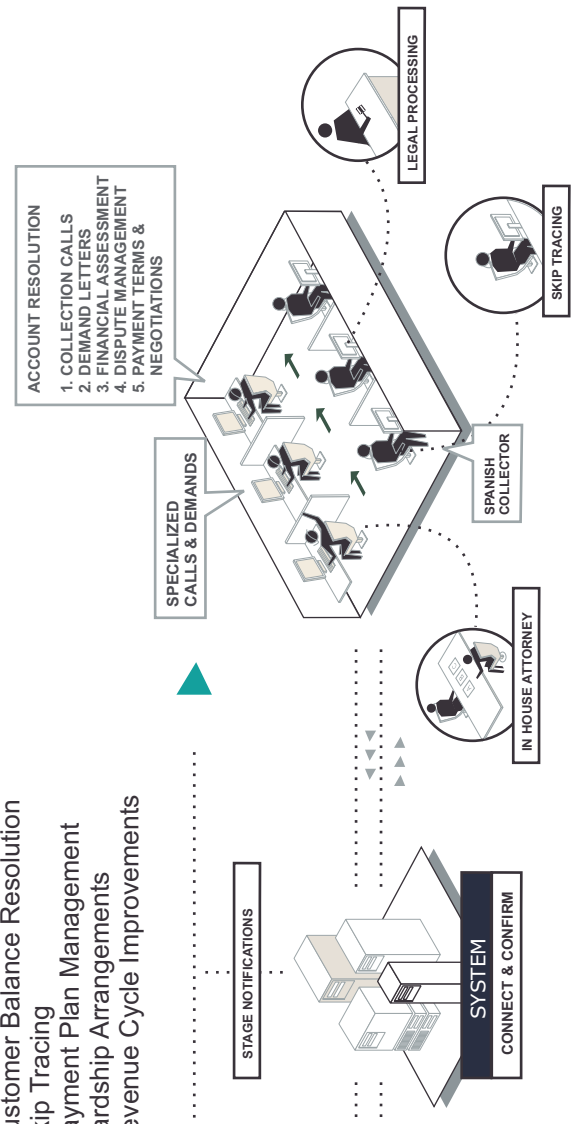
CUSTOMER DISPUTE DISCOVERY



REVENUE CYCLE ADDITIONS

- Customer Balance Resolution
- Skip Tracing
- Payment Plan Management
- Hardship Arrangements
- Revenue Cycle Improvements

CUSTOMER COMMUNICATION & COLLECTION



Submit Accounts

We believe in Client Participation so we added online resources to allow our clients to be a part of the entire re-payment process. From our web site www.contcred.com you can submit accounts, access your files, make notations or run reports. Upon receipt of your request for collections we immediately begin collection proceedings by sending a letter advising your customer that the account has been placed with Continental Credit Control (CCC). Our trained collectors will personally attend to the account. We will electronically report to the three major credit bureaus (upon request) each month when accounts have not been resolved.

We Bill

Billing Reminder Service. CCC customizes & delivers a series of demand letters and calls based on your unique requirements and billing procedures. The contacts are made at 7 to 30 day intervals based on your preferences. This is a flat fee service depending on the number of contacts required. Reminder Service accounts that remain unpaid at the end of a series may be, with your approval, forwarded to our Full Collection Service.

We Collect

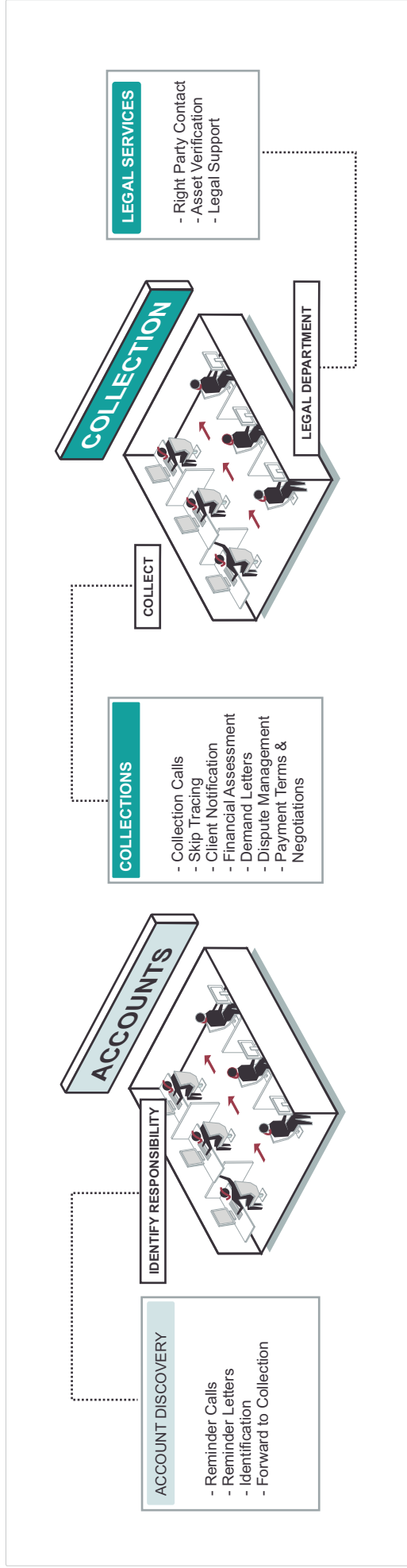
Recovery of Past Due Revenue. We turn bad debt into revenue. CCC will legally and ethically collect debt on your behalf while maintaining the integrity of your company. We provide credit reporting, legal support, and skip tracing. Communication from a collection agency conveys immediate urgency to the customer. Upon receipt of your request for collection on an account, we immediately begin collection proceedings by sending a letter advising the debtor that the account has been placed with CCC. Our trained collectors will personally attend to the account. Our rates are competitive and CCC only receives payment when revenue is in collection. You pay no upfront fees unless accounts are resolved.

& Manage Payments

We provide multiple options for your customers to resolve their accounts. When payment in full cannot be achieved, CCC will introduce alternative payment arrangements based on pre-defined plans we create when you send us accounts. CCC accepts all major Credit Cards, checks and wire transfers. Customers can pay online at www.cccassist.com

ADDITIONS TO THE REVENUE CYCLE

Slow or non-performing accounts can put a strain on your operations. When accounts are past-due, we begin to connect with your customer to understand their situation. These calls are friendly and increase customer satisfaction. In the event an account continues to age we begin to look further into the customer's financial situation and provide options for them to resolve the account. CCC resolves accounts through insurance identification and self-pay collection.



DISCOVERY

- ▶ Verification
- ▶ Calls
- ▶ Follow-up Letters
- ▶ Dispute Management


Customers can be slow paying for a number of reasons. We provide a friendly call service that seeks to understand your customer financial situation and confirm payment intentions.

COLLECTION & LEGAL SERVICES

- ▶ Collection Calls
- ▶ Demand Letters
- ▶ Right Party Contacts
- ▶ Payment Plans
- ▶ Skip Tracing
- ▶ Legal Filing
- ▶ Stipulated Judgments
- ▶ Credit Reporting

When accounts are past-due we locate and contact the right party payor's and help negotiate a resolution for outstanding balances. If the customer refuses to pay or requires a more aggressive approach we employ full collection services to resolve the account amicably.

CAPABILITIES, STAFF & HOURS OF OPERATION

COLLECTORS	COLLECTOR'S CUE SIZE	HOURS OF OPERATION	
15 COLLECTORS	3,500 ACCOUNTS PER QUE	MONDAY – FRIDAY 8:00 AM – 5:00 PM PST	AR ABILITY
INSURANCE	WORKSTATIONS	CONTACT INFORMATION	<ul style="list-style-type: none"> Automated Connection Account Education Payment Processing Call Transfers Three Way Calls Recorded Calls Payment Plans Insurance Identification Legal Resources Preview Dial Insurance Data Account Information Account Notes Account Procedure
3 INSURANCE SPECIALISTS	40 COLLECTION WORKSTATIONS	JOEL CONWELL ACCOUNT MANAGER JOEI@CONTURED.COM DIRECT: 800-839-7237	
ADMINISTRATION STAFF	EXPANSION CAPACITY	MAIN OFFICE	
<ul style="list-style-type: none"> 1 LEGAL ADMINISTRATOR 3 COLLECTION MANAGERS 2 COMPLIANCE OFFICER 2 FINANCIAL MANAGERS 3 CLIENT SERVICES REPRESENTATIVES 2 IT SPECIALISTS 	20 ADDITIONAL WORKSTATIONS FORMALIZED HIRING STRATEGY	SANTA BARBARA OFFICE 2 N MILPAS STREET # C SANTA BARBARA, CA 93103	
CURRENT VOLUME			
35,000 ACCOUNTS PER MONTH			
VOLUME CAPACITY			
75,000 ACCOUNTS PER MONTH			
REVENUE MANAGED PER YEAR			
60,000,000			



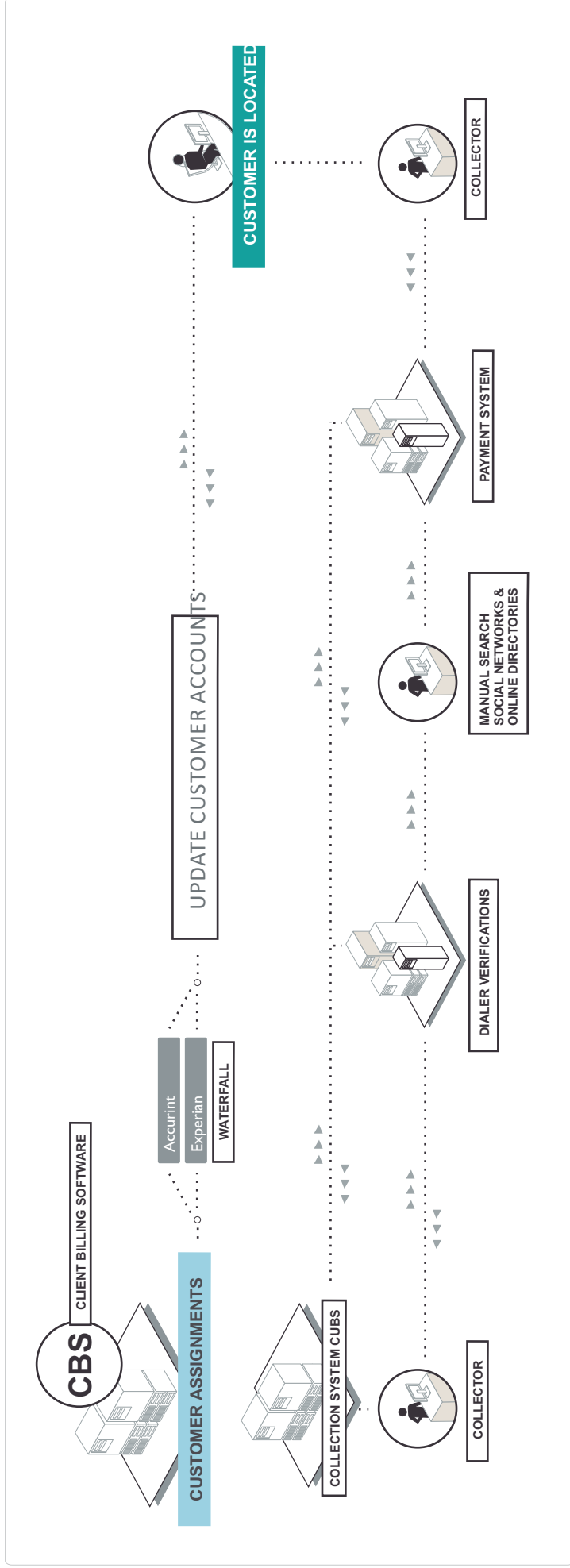
HOW WE LOCATE MISSING CUSTOMERS

Finance System improves recovery by locating your lost customers. Research has shown as many as 35% of customers will move in the next 12 months. This is a no cost service included in our Collection Program. We use six different skip tracing tools to help us locate phone numbers, addresses, assets, and places of employment. These waterfall and online services provide us access to over 40 billion records. The data is compiled from more than 10,000 independent sources. Up to 50% of your accounts will require some form of skip tracing. We guarantee 65% of customers will be located through our efforts.

THEIR INFORMATION UPDATED

- * Current addresses
- * Cell phone
- * Telephone numbers (VoIP)
- * Relatives
- * Roommates
- * Associates
- * Property
- * Employment or Business
- * Professional Licenses
- * Bank Accounts

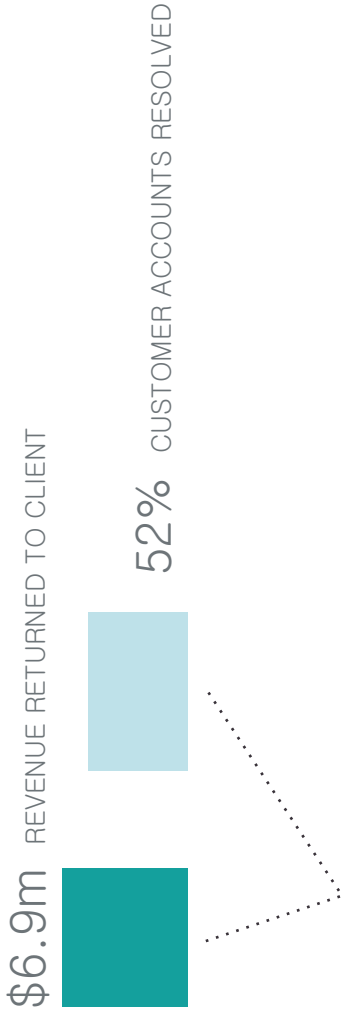
CUSTOMER LOCATION SERVICE



HOW WE LOCATE PEOPLE

New accounts assigned without proper contact information or flagged as Mail Returns are washed through a proprietary skip tracing waterfall built by AR for Experian Recovery Score, Accurant & Social Networking Sites. Accounts that require additional verification and analysis are pooled together for manual evaluation. A designated skip tracing team then manually develops verified information that meets the requirements to proceed with collection.

GOOD STORY



RADIOLOGY GROUP SUCCESS STORY

CLIENT #20012

Client #20012 is a publically traded (NASDAQ) Radiology and Imaging service provider. They are the nation's largest with locations in over 1000 hospital & imaging diagnostic centers across 44 States.

CCC began working with #20012 in 2005. They were experiencing poor returns and client time from their existing collections provider. They believed returns could be better but were reluctant to change because of the slow implementation process of a new AR solution. They wanted a partner that could increase returns, reduce the days in AR and provide a quick seamless setup.

We made #20012 our top priority, which wasn't too difficult. We had already experienced connectivity with major insurance and radiology practices software providers. The setup was quick and painless for #20012. Since 2005 #20012 has sent us over 88,000 accounts and nearly \$30 million in past-due receivables.

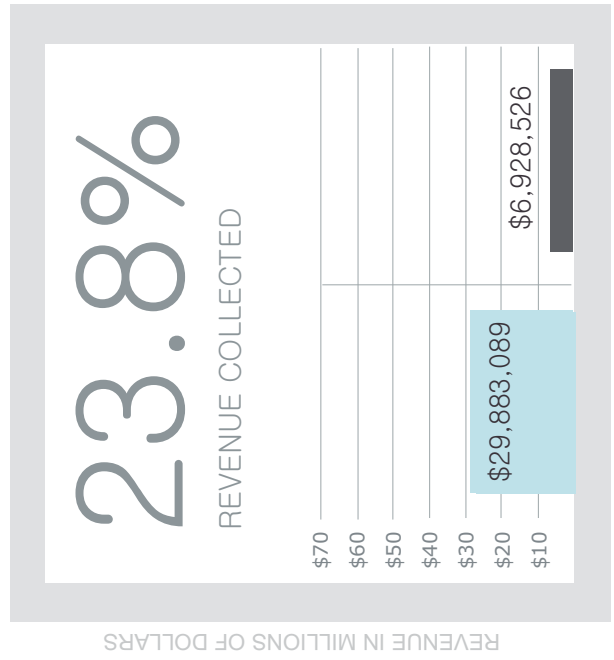
SOLID NUMBERS



CUSTOMER'S PAID

CCC resolved 52% of accounts with an average day in collection at 46 days of placement. A total of 88,046 accounts were sent with an average balance of \$339. 25,471 of customer paid-in-full. 20,507 have been returned to the client as either insurance resolution or non-collectable. The remaining 46,068 are still in collection and are managed by CCC.

TOTAL ACCOUNTS ACCOUNTS RESOLVED



REVENUE RECOVERED

CCC has collected \$6,928,526 in lost revenue since 2005. A total of \$29,883,089 was sent to locate, collect self-pay, update customer information, identify insurance and negotiated a settlement or payment plan. CCC's recovery of accounts was 23.8% exceeding the national average collection rate for radiology accounts by over 5%.

DOLLARS PLACED DOLLARS RECOVERED

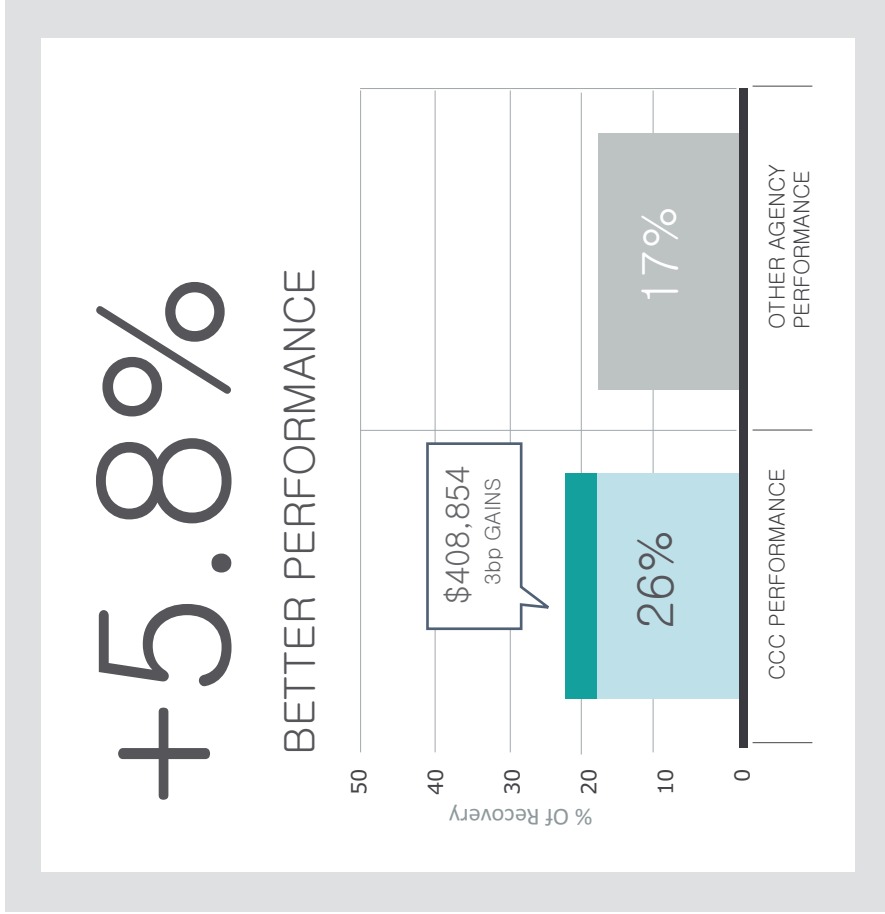
*Data based on RADREVENUE Internal Recovery Reports. References and Client Reports provided upon request.

COST VS. BENEFIT & REVENUE ADDITIONS

COMPARE US TO OTHER AGENCIES

CCC compared recovery results with typical collection agencies current recovery of rates of 17%. At a comparable contingency rate OUR recoveries were 3 basis points higher, equating to \$408,854 annual additional revenue.

- * AR recoveries are Gross and do not include adjustments or cancellations
- * Graph based on Scenario 2 on previous page





Good Approach

We embrace the collection philosophy of “educate and motivate” to collect delinquent balances. We do not harass customers, make threats, or belittle customers who don’t have the ability to pay. We focus on creative methods to resolve accounts.

CONSIDERATE

We are Respectful to Your Customers to Achieve Better Results

- * Always communicate in a dignified and respectful manner.
- * Apply honesty in all communications.
- * Educate consumers whenever possible of their rights and responsibly.
- * Use the power of persuasion rather than abrasion.
- * Never disrespect consumers with any sort of verbal abuse.
- * Always keep your cool in every situation.

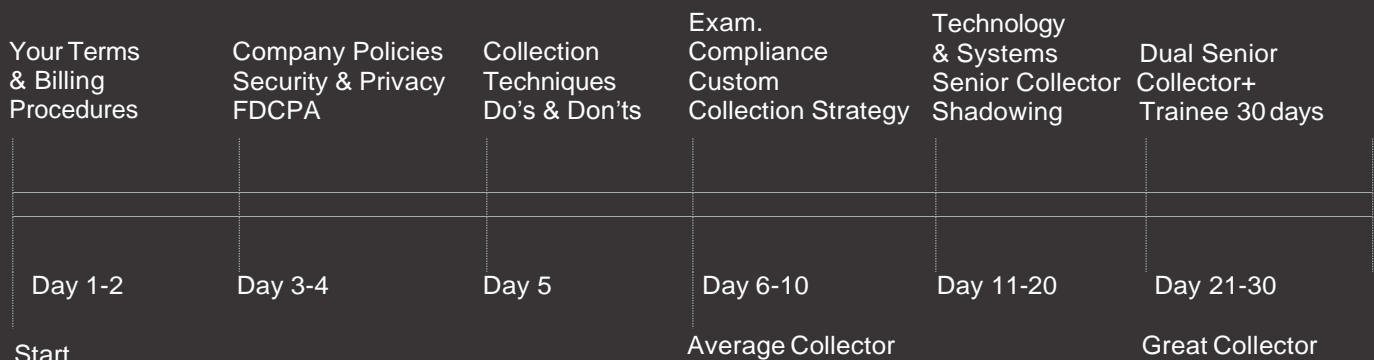
ETHICAL

Our collectors pledge to do none of the following:

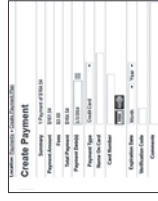
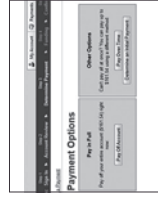
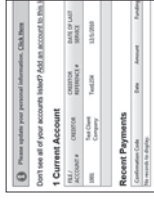
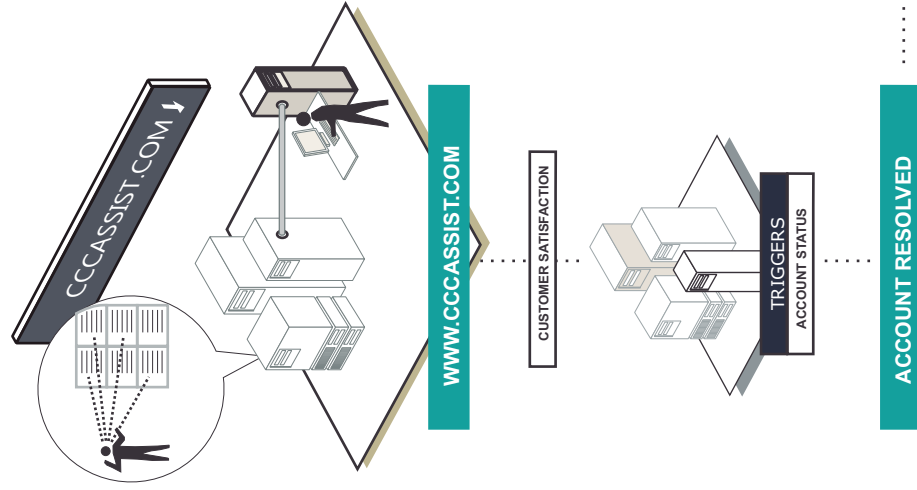
- * Belittle a Customer
- * Verbal Abuse
- * Threaten
- * Lie
- * Alienate
- * Disrespect
- * Lose Our Temper

COMPREHENSIVE TRAINING

Collectors are given a rigorous training for 30 days on compliance, culture, strategy and debt management.



ONLINE CUSTOMER PAY MANAGEMENT SYSTEM



CUSTOMER LOGIN TO VIEW ALL ACCOUNTS

Patients may view all information on outstanding accounts. The balance due, previous payment history and account description.

CUSTOMER PROVIDED PAYMENT – IN – FULL OPTION

Patients are encouraged to pay the account in full. If customer cannot pay the entire balance, we offer automated payment plan options.

CUSTOMER OPTION TO NEGOTIATE PARTIAL PAYMENT

When customers choose the partial payment option our system will negotiate the highest possible down payment. The customer will then be provided options to pay.

CUSTOMER MAKES A PAYMENT

Patients are provided options to pay via Check, Credit Card, Bank ACH, scheduled payment by mail or pay onsite in our office.

ACCOUNT RESOLVED

YOUR CUSTOMER CAN REFERENCE INFORMATION ONLINE TO MAKE PAYMENTS

Real Time Access provides customers with the ability to review accounts when it is best for them.

CUSTOMER PAYMENT MANAGEMENT

CUSTOMER PAY PLAN

When a customer is having financial difficulties we suggest options to secure payments. This process gets the customer into the habit of paying monthly and if their financial situation improves we can create a relationship and renegotiate an increase in payments.

NOTE: If an acceptable down payment is not received, the Financial Counselor will attempt to establish a minimum payment of \$50.

DETERMINING THE CUSTOMER'S ABILITY TO PAY

- ▾ Home Owner Or Renter
- ▾ Mortgage / Rental Amount And Date Due
- ▾ Employment
- ▾ Spouse's Employment

Financial Counselors begin every negotiation by requesting that the customer pay the balance in full by Credit Card or Check. If the customer indicates an inability to pay the balance, the Financial Counselor gathers enough information to determine if the customer is capable of working within our preestablished guidelines for payment plans.

BALANCE	MINIMUM MONTHLY PAYMENT
\$25 – \$99	Payment In Full
\$100 – \$399	\$100
\$400 – \$699	\$150
\$700 – \$999	\$200
\$1,000 – \$1,500	\$250
BALANCE OVER \$1,500	
<ul style="list-style-type: none"> 1/2 Of The Balance Down And Monthly Payments Of \$150 1/3 Of The Balance Down And Monthly Payments Of \$200 1/4 Of The Balance Down And Monthly Payments Of \$250 	

CUSTOMER ONLINE PAYMENTS

Customers may access account information online, make payments, negotiate arrangements, set up future payments and print documentation specific to their account.

WWW.CCCASSIST.COM



MITIGATING YOUR RISK

We Established Strong Protocols to Protect Your Information

COMPLIANCE & SECURITY

FDCPA

The Fair Debt Collection Practices Act, often referred to as the FDCPA, was passed by Congress in response to abusive conduct by collection agencies, and concern that the abuses were causing an increase in the filings of personal bankruptcies. The purpose of the Act is to provide guidelines for collection agencies which are seeking to collect legitimate debts, while providing protections and remedies for debtors.

HIPPA

HIPAA is applicable to protected health information. Protected health information is any oral or written information about a patient that relates to the physical or mental condition of a patient. HIPAA applies to covered entities, which are statutorily defined as those entities which receive, use or are exposed to protected, private patient health information. Therefore, our collection professionals are included in HIPPA's reach. In order to comply with HIPPA, we have provided the following necessary measures to protect your patient's health information.

FCRA

The Fair Credit Reporting Act, FCRA, is a federal law that details how consumer credit information can be collected, given out, and used. Under the FCRA, consumers have a right to view information in their credit file and dispute inaccurate information.

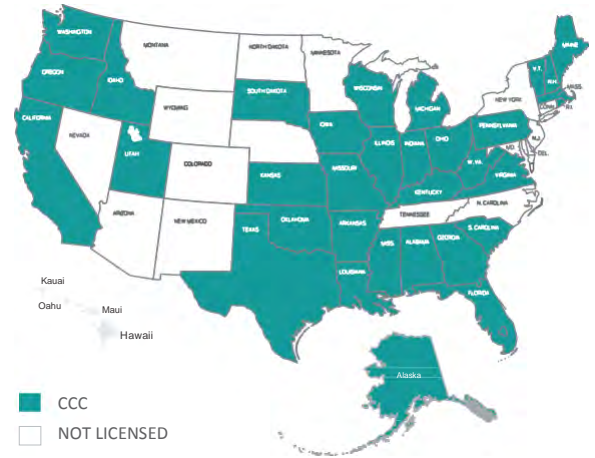
SECURITY

- * Firewalls
- * 128 Bit Data Encryption
- * Collector Call Recording
- * Employee Station Authentication
- * Virus Protection
- * HIPPA Collector Training and Accountability Systems
- * On-site Third-Party Document Destruction
- * Off-Site Secure Water/Fire Proof Backup Clone Operation

DISASTER PREPAREDNESS

- * Incident Response Plan
- * Dedicated employee disaster recovery facility
- * Ability to operate at full capacity in 48 hours
- * Crisis response team in place
- * Remote dual data backup
- * Full battery and emergency generator system
- * Remote survivable phone switches
- * Access to complete inbound & outbound calling capacity
- * On-site dialer backup to off-site cloud operation system
- * Shelter in place

LICENSED IN 34 STATES

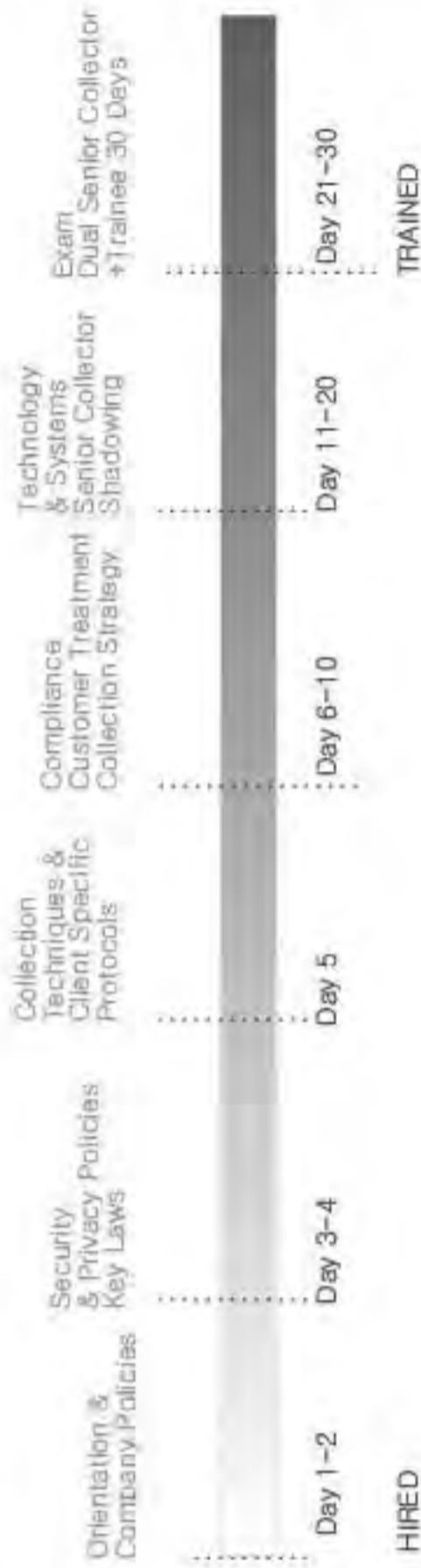


COLLECTOR TRAINING & POLICY

TRAINING MODULES

- Orientation / Company Policies
- Data Security & Privacy
- The Fair Debt Collections Practice Act
- HIPAA, State Laws & FCRA
- Technology / System Training
- Client Specific Protocols
- Floor Policies / Talk-Off / Role Playing
- Goal Setting, Goal Requirement, Bonus Plans
- Scripts
- Final Competency Exam / Certification

TRAINING SCHEDULE



HIRING POLICY

New recruits are hired based on education and experience. Once considered, a rigorous background check is conducted and individuals are required to sign our no drug policy.

TERMINATION POLICY

- Verbally Abusing a Customer
- Threatening a Customer
- Lying to a Customer
- Disrespecting a Customer
- Losing Their Temper

MOTIVATION POLICY

Top collectors earn additional bonus and recognition for extraordinary achievements. This includes increased flex time, increased income and corporate awards.

INSURANCE

YOU ARE COVERED

We meet the national requirements
For E&O and General Liability
insurance.

COVERAGE TYPE

Errors & Omissions - Professional Liability

General Liability

General Liability Aggregate

REQUIRED

1,000,000

1,000,000

2,000,000



1,000,000

1,000,000

4,000,000



CONTINENTAL
CREDIT CONTROL

DISASTER PREPAREDNESS & DATA SECURITY

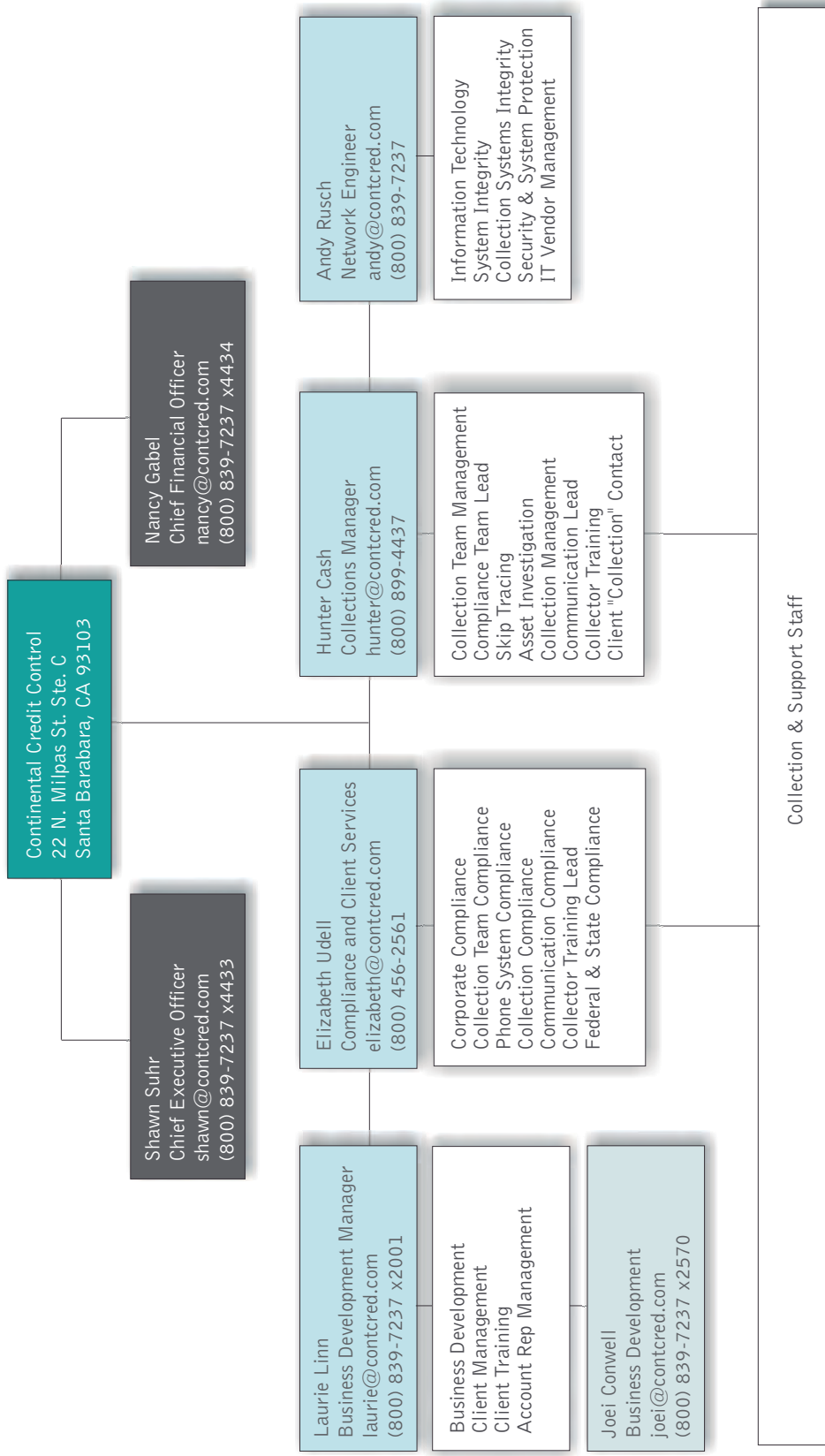
CONTINGENCY PLAN IF MAIN FACILITY ENCOUNTERS A DISRUPTION

- Disaster Recovery Plan
- Ability to Operate at Full Capacity in 48 Hours
- Dedicated Response IT Team
- Dual Data Backup
- Systems on Emergency Battery Backup
- Cloud Based Phone Systems
- Access to Complete Inbound & Outbound Calling Capacity
- On-site Dialer Backup to Off-site Cloud Operation System

SECURITY PROTOCOLS TO PROTECT CUSTOMER INFORMATION

- 24/7 Data Breach Monitoring
- Multi-Level User Logins
- On-site Document Destruction
- Unattend PC Locks
- Cell Phone Locker
- Security Monitoring and Secure Building
- Multi-Layered Locked Server Room
- Controlled Access to Secure Rooms
- Bi-Annual Security Audits
- (2) Two Full-Time Security Compliance Managers

CORPORATE MANAGEMENT HIERARCHY



REFERENCES

Alliance Healthcare (NASDAQ: AIQ)

Christopher Patuto
Manager, Retail Revenue Services
cpatuto@allianceradiology-us.com
(949) 483-0745
11 years

Clifton Bazhaw

Vice President-Reimbursement
Operations
Clifton.Bazhaw@radnet.com
469-440-7454

Dignity Health / French Hospital

Toni Gray
Receivables Manager
Toni.gray@dignityhealth.org
(805) 542-9700 X3
20 Years



1) PARTIES

This agreement is made and entered into between

Las Virgenes Municipal Water District
(Hereafter called "Client")

And

Continental Credit Control, Inc.
(Hereafter called "Agency")

2) SERVICES; COLLECTION ACCOUNTS

- a) Upon receipt of delinquent accounts Agency will send Client a current alphabetized listing of all accounts received and amount owed Client.
- b) Agency works only on a contingency basis. There are no out of pocket expenses for the Client. The contingency fees are taken out of monies received by Agency or billed Client should debtor pay Client or the Affiliate directly following assignment to Agency.
- c) Agency agrees to collect bad debt accounts for Client at the rate of 25% on all accounts directly collected **from a debtor without Agency's use of skip tracing to locate the debtor or without use of third-party attorney ("Demand Accounts") and 35% on accounts requiring skip tracing, referred to an attorney or forward agency. No accounts will be forwarded to an attorney without Client's written authorization.**

3) TERM

The term of this agreement shall remain open for one year. Renewals will be automatic for one-year intervals. Notice of termination must be in writing 60 days prior to the normal anniversary date of this agreement in any given year.

4) CLIENT ACCESS TO FILES

Client or Client's agent(s) shall have the right to enter Agency's premises during normal business hours for the purpose of inspecting the Client's own files and records.

5) AGENCY DUTIES

- a) **Agency shall provide remittance for the previous month's collections** along with a detailed statement of the amount received by Agency and Client within 60 days of receipt of monies due Client.
- b) Agency shall comply with all state and federal laws, including but not limited to those applicable to the collection of debts. Agency will not represent that it **or its representatives are acting on behalf of Client or any of Client's Affiliates.**
- c) Legal action: Agency will only file suit on an account with written authorization from Client. Under no circumstances shall Client be responsible for payment of attorney fees or costs on any accounts referred by Agency to an attorney for collection.

6) SETTLEMENT OF ACCOUNTS

Agency is ___ is not ___ authorized to settle assigned accounts without special permission. If authorized, agency may settle for no less than ___% of the principal balance assigned. Agency will not settle for less than this amount without special authorization from Client.

7) CLIENT DUTIES

Client agrees to notify the Agency promptly of any contact with or without payment from the debtor after assignment of account to Agency.

8) INDEMNIFICATION; LIMITATION OF LIABILITY

Agency agrees to indemnify and hold harmless Client against any and all claims, **demands, damages or costs arising out of Agency's acts or omissions.**

Client agrees to indemnify and hold Agency harmless against any and all claims arising out of Client's acts or omissions.

9) ACCOUNTS ASSIGNED

- a) Agency shall not be required to return accounts where legal fees have been incurred or where payments are in progress or have been arranged to pay.
- b) Agency shall not be required to return accounts that are certain to be collected because of some future event, such as probate claims or insurance claims already filed, or pending loans or escrows by which the agency has reasonably been assured payment.
- c) Account Minimums
Agency shall not be required to service accounts with a total balance under the value of \$20 USD.
- d) Agency may assess, collect and retain return check service charges and interest charges as allowable by law.

10) SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall apply to bind, and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11) CONFIDENTIALITY

Agency agrees to maintain absolute confidentiality of Client's (and Client's Affiliates') records; and that all such records (or parts thereof) shall not be transferred, in any fashion, to any other party without the written consent of Client. Furthermore, Agency guarantees that Client's records shall be used exclusively for the purpose of collecting debt owed to Client or the Affiliates; and that Agency's collection activities shall be conducted in a professional and non-threatening manner in accord with all state and federal regulations and laws. This paragraph 11 shall survive termination of this agreement.

12) CREDIT REPORTING

Agency will report accounts to the major credit reporting agencies, such as EXPERIAN, EQUIFAX and TRANS UNION, unless specifically requested otherwise by Client.

13) NOTICES

All notices, demands and other communications to be given or delivered under this agreement will be in writing and will be deemed to have been given (i) when delivered, if personally delivered by hand; (ii) when received, if sent by a nationally recognized overnight courier service (receipt requested); (iii) 3 business days after being mailed, if sent by first class mail, return receipt requested, or (iv) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by facsimile or other form of electronic transmission (provided that such an acknowledgment does not include an acknowledgment generated automatically by a facsimile or telecopy or other electronic transmission device).

IN WITNESS WHEREOF, the parties have affixed their signatures and titles, on the dates indicated.

Client Signature: _____ Date: ____/____/____

Please Print your Name: _____

Mailing Address for Notice:

Contact Person: _____

Continental Credit Control, Inc.

Shawn Suhr, CEO

Address for Notice:
22 North Milpas Street, Suite C,
Santa Barbara, CA 93103
Attention: Manager



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Budget Planning Calendar for Fiscal Years 2020-21 and 2021-22

SUMMARY:

This item provides a schedule for key activities associated with the development and adoption of the Fiscal Years 2020-21 and 2021-22 Budget.

RECOMMENDATION(S):

Receive and file the Budget Planning Calendar for Fiscal Years 2020-21 and 2021-22.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with this action.

DISCUSSION:

This will be the third two-year budget for the District. The attached schedule outlines the time-frame and process to review and adopt the budget for Fiscal Years 2020-21 and 2021-22.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Angela Saccareccia, Finance Manager

ATTACHMENTS:

Budget Planning Calendar for Fiscal Years 2020-21 and 2021-22

Las Virgenes Municipal Water District
FY 2020-21 & FY 2021-22 Budget Planning Calendar

Date	Board Activity	Description
1/7/2020	LV Board Meeting	Budget Process review - distribute Budget Planning Calendar
2/4/2020	LV Board Meeting	Financial Status Report - Second Quarter
2/4/2020	LV Board Meeting	IIP to LV Board for review
Tentative	LV Board Workshop	Budget Workshop
		Review Staffing requirements
		Discuss funding of OPEB liability
4/21/2020	LV Board Meeting	Financial Status Report - 3rd Quarter
		LV Preliminary Budget to Board
5/19/2020	LV Board Meeting	LV Budget Adoption



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Information Systems Disaster Recovery Service: Two-Year Extension

SUMMARY:

Since February 2017, the District has utilized the services of Denovo Ventures, LLC for Information Systems Disaster Recovery. The services are focused primarily on recovery of the District's Customer Information System (CIS) and financial system, which are both essential to support business continuity.

RECOMMENDATION(S):

Authorize the General Manager to execute a two-year extension agreement with Denovo Ventures, LLC, for a total amount not to exceed \$121,968, for information systems disaster recovery services.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The total cost of this action is \$121,968 for two years of disaster recovery services. Sufficient funds for the services are available in the adopted Fiscal Year 2019-20 Budget and will be recommended in the proposed Fiscal Year 2020-21 Budget.

DISCUSSION:

The Information Systems Master Plan identified the need for improvements to the District's Disaster Recovery and Business Continuity Plan by utilizing third parties to ensure the timely

recovery of core applications required for on-going business operations. Staff circulated a Request for Proposals for information systems disaster recovery services. Denovo Ventures, LLC was recommended to provide the disaster recovery services to the District. The Board approved a three-year agreement with Denovo for \$165,312 on January 10, 2017.

Prior to contracting with Denovo, the District's Disaster Recovery Plan consisted of information systems backup solutions that relied on tapes for storage. Contracting for disaster recovery services has substantially improved reliability, decreased recovery time, and eliminated the need for tape backups through the use of more modern cloud-based solutions.

The two important metrics for disaster recovery are Recovery Point Objective (RPO) and Recovery Time Objective (RTO). In the event of a disaster, the RPO is the maximum time-frame for which an agency may lose its data. The RTO is the maximum amount of time for an affected application and its data to be unavailable. For both metrics, lower durations reflect more favorable conditions for disaster recovery.

The District has been covered by Denovo's disaster recovery services for the past three years. Prior to contracting with Denovo, the District's Disaster Recovery Plan for its financial system was based on tape recovery with an RPO of 24 hours and an RTO of four days. The Customer Information System had an RPO of seconds and an RTO of approximately four hours. After the District migrated to Denovo's cloud-based solution, the Customer Information System maintained an RPO of seconds and reduced its RTO to two hours. For the Financial System, the RPO was reduced to one hour and the RTO was reduced to 12 hours.

The District has recently upgraded to Advanced Utility Systems Customer Information System Version 4.0. As a result, a change order was submitted to Denovo in October 2019 to reflect the need for adjustments to the server required to support the District's Customer Information System. Because of the increase in server specifications, the monthly service charge for Denovo increased by \$490 per month, from \$4,592 to \$5,082 per month. Staff evaluated the increase in the service charge and believes that it is reasonable to reflect the new requirements.

Staff recommends authorization to execute a two-year extension of the agreement with Denovo Ventures, LLC for a total amount not to exceed \$121,968.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

This action supports Strategic Plan Goal No. 4, Objective 4.2, utilize technology to improve service delivery.

Prepared by: Andrew Spear, Systems Analyst

ATTACHMENTS:

Denovo Master Service Agreement

Denovo Statement of Work

Denovo Change Order



A check in this box indicates that this agreement has been changed from the original.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "MSA"), dated as of the 22 day of December, 2016 ("Effective Date"), is by and between DENOVO VENTURES, LLC, a Colorado limited liability company ("Denovo"), and Las Virgenes Municipal Water District, a California Company (the "Client") (each a "Party" and together the "Parties").

RECITAL

Client desires to engage Denovo to provide certain services, and Denovo desires to provide such services, pursuant to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this MSA agree as follows:

1. **Construction.** This MSA sets forth the general terms and conditions of the Agreement. For each Service Denovo offers, there is a Statement of Work that sets forth more specifically the Services and Service Levels Denovo will provide the Client. If the Client requests software-as-a-service, hosting or other Services that require a software product license or purchase (whether from a third party or from Denovo), in addition to an SOW, Denovo will provide an Order Document to be executed by the Client. Each SOW and Order Document combined with any applicable Change Orders and the MSA, shall constitute an independent contract. To the extent there are inconsistencies between the MSA and the SOW, the SOW will govern and control over the MSA. The terms and conditions of the Order Document apply exclusively to the products therein and govern and control over any inconsistencies elsewhere in the Agreement. The headings shall be disregarded in construing or interpreting the Agreement.
2. **Definitions.** Capitalized terms not otherwise defined herein or in the applicable SOW, Order Document or Change Order shall be defined as follows:
 - (i) **AAA.** American Arbitration Association
 - (ii) **Aggregated Data.** Any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Services, the number and types of transactions, configurations, and reports processed in the Services and the performance results for the Services
 - (iii) **Agreement.** Each SOW, applicable Order Document applicable Change Order and other documents executed pursuant to the MSA, combined with the MSA
 - (iv) **Change.** The addition, subtraction or change to any Services related to the Agreement; a change that results in increased or reduced Fees for applicable Services; changes to the Service Levels, or any other change to the Agreement
 - (v) **Change Order.** A fully executed Change Order Request form that details the Change agreed to by the Parties

- (vi) **Change Order Request.** A formal request submitted by one Party to the other for a Change, as further described in Section 17 below
- (vii) **Client Applications.** All software programs, including any source code for such programs, that the Client or the Client's clients provide in connection with the Agreement
- (viii) **Client Data.** Client's Confidential Information and all text, files, images, graphics, information, data, illustrations, personal data, video, audio, photographs, and other content and material in any format, provided or uploaded by the Client in connection with the Agreement (but not including Work Product or any material provided by Denovo to Client and later provided or uploaded by Client)
- (ix) **Confidential Information.** Any proprietary information or data (including the terms of the Agreement), internal business information including, without limitation, business plans, strategies, goals, financial statements, business methods and procedures, services provided, contractual arrangements, client and customer lists, work product; contact information, Trade Secrets (as defined below), and any other information designated as confidential by either Party is considered confidential
- (x) **Denovo Intellectual Property.** All Intellectual Property that was developed by Denovo or on Denovo's behalf prior to performance of, or independent of, this Agreement or that is generally applicable to or useable by any of Denovo's other customers or for its business in general regardless of when developed, or that Denovo may, in connection with the performance of Services hereunder, employ, provide, modify, create or acquire or otherwise obtain rights in
- (xi) **Dispute.** Any dispute, claim or controversy arising out of or relating to the Agreement, including without limitation a dispute regarding an alleged breach of the Agreement and a dispute regarding the arbitrability of the Dispute Resolution section
- (xii) **Expenses.** Reasonable out-of-pocket expenses that Denovo incurs, including, without limitation, all reasonable travel, meal, lodging and mileage expenses
- (xiii) **Fees or Charges.** Any fees or charges for the Services, software products or other products described in the Agreement
- (xiv) **Infringement Claim.** Third party claims against the Client that any Work Product or Denovo Intellectual Property infringes a presently existing United States copyright, patent or trademark or constitutes misappropriation of unlawful disclosure or use of a third party's trade secrets
- (xv) **Initial Term.** A period of Three (3) years commencing on the Effective Date. At the end of the Initial Term this Master Services Agreement the Parties agree to an additional Two (2) year term at the same fee schedule.
- (xvi) **Intellectual Property.** Concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, trademarks and service marks, Trade Secrets, copyrights, patents, software, inventions, discoveries, software, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, development tools (including without limitation general purpose consulting and software tools), utilities and routines, logic, integrations, coherence and methods of operation of systems, and all other intellectual property and improvements to any of the foregoing
- (xvii) **Late Charge.** The lesser of (i) one and one half percent (1.5%) per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law

Denovo

(xviii) **Law.** Any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international

(xix) **Order Document.** A license or other agreement between Denovo and the Client or between a third-party vendor and the Client for specific software, as well as related terms and conditions in connection with the Services that require a software product license

(xx) **Service Levels.** The service levels, if any, that Denovo will adhere to as set forth in the applicable SOW

(xxi) **Services.** Generally, all of the services Denovo agrees to provide the Client as set forth in any applicable SOW, Order Document or Change Order including, without limitation, hosting, managed services, SaaS, software licensing, disaster recovery and consulting services

(xxii) **Statement of Work or SOW.** A statement of work that sets forth more specifically the Services and Service Levels Denovo will provide the Client, a schedule of Fees and Charges, as well as any further terms and conditions that may apply to the Services Denovo will provide the Client

(xxiii) **Successive Term.** A month-to-month term after the Initial Term

(xxiv) **Term.** The Initial Term and all Successive Terms

(xxv) **Termination Date.** The date on which the Agreement is terminated or expires pursuant to the terms of the Agreement

(xxvi) **Trade Secrets.** Trade secrets as defined under C.R.S. § 7-74-102, including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be, produced in the course of the applicable Party's operations, including any other information not generally known concerning such Party or its operations, including products, suppliers, markets, sales, internal costs, costs, margins, profits, client needs and lists, and the pricing information made available in the Agreement or other information acquired, disclosed, or made known to employees or agents while in the employ of such Party, which, if used or disclosed by a party other than such Party, could adversely affect such Party's business or give competitors an advantage

(xxvii) **Work Product.** Any software modifications, enhancements and/or interfaces, together with related specifications, design documents, flow charts, documentation, training manuals, reports, and other tangible work product specifically developed by Denovo for the Client in accordance with the Agreement, but not including Denovo Intellectual Property

3. **Scope of Services.** Denovo shall provide the Services to Client as set forth in the applicable SOW and/or Order Document on the terms and conditions set forth in the Agreement. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. The Services are exclusively for the use of the Client and any of its employees or authorized users in accordance with the terms of the Agreement and may not be used by subsidiaries or other affiliates of the Client unless specifically permitted by the Agreement.

4. **Payment.**

(a) **Fees and Expenses.** Each SOW or Order Document shall set forth the Fees that are to be paid to Denovo. In addition, each SOW or Order Document shall set forth the Expenses (or types of Expenses to the

Denovo

extent the amount of such Expenses aren't known) that are to be reimbursed by Client in accordance with Denovo's standard travel and expense policies.

(b) **Invoices.** Denovo will provide the Client with an invoice from time to time or when specified in the SOW or Order Document. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the SOW and/or Order Document reference numbers, and, when applicable, the number of hours spent by Denovo personnel in providing the Services during the period invoiced and any accrued Late Charges. Payment terms are net thirty (30) days from the date of invoice.

(c) **Method of Payment.** Unless otherwise agreed to in writing by both parties, all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated below.

Denovo Ventures, LLC
ACH/Wire: Pacific Mercantile Bank
1125 17th Street
ABA/Routing: #122242869
Beneficiary PMB Customer Account Name: Denovo Ventures Holdings, LLC

1125 17th Street
Acct: #42696200

For International Wire instructions, please contact: AR@Denovo-us.com

If the Client is not able to make payment using electronic means, and provided Client receives prior approval from Denovo, then all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars by check made payable to: Denovo Ventures, LLC and delivered to:

Denovo Ventures, LLC
6328 Monarch Park Place, Suite 200
Niwot, CO 80503

(d) **Finance Charges.** If Denovo does not receive payment for invoices within thirty (30) days of the invoice date, the Late Charge shall accrue. Such Late Charges will be added to the following invoice and shall be due and payable immediately upon receipt of such invoice.

(e) **Taxes.** Except for federal, state or local income taxes solely based on the income earned by Denovo, the Client shall be responsible for all taxes in connection with the Agreement including any sales, use, excise, value-added, services, consumption and other taxes and duties assessed on the provision of Services or materials by Denovo to the Client, on Denovo's charges to the Client under the Agreement, and on any goods or services used or consumed by either Party in connection with the provision of Services under the Agreement.

(f) **Fee Increases.** Denovo reserves the right to increase the applicable Fees after the initial term of the SOW or Order Document by the yearly percentage increase for the previous calendar year in the Consumer Price Index – All Items (CPI-U) as published by the U.S. Department of Labor Bureau of Labor Statistics. Denovo will notify Client in writing of any such increase in Fees for the following year by October 1 of the prior year, and such percentage increase will become effective as of January 1st of the following year.

5. **Term and Termination.**

(a) **Term.** This MSA shall commence on the Effective Date and remain in effect for the Initial Term unless earlier terminated in accordance with the Agreement. Unless otherwise terminated, this MSA shall be

automatically renewed for a Successive Term at the end of the Initial Term and each Successive Term. Either Party may terminate this MSA during a Successive Term by providing the other Party fifteen (15) days advance written notice of termination. Notwithstanding the foregoing or any other provision herein, if a SOW or Order Document is still in effect, the Term shall be extended until such SOW or Order Document expires or is terminated

(b) **Termination for Cause by Either Party.** In addition to any termination rights set forth in an SOW or Order Document regarding termination of such SOW or Order Document, either Party may terminate the Agreement (and all SOWs and Order Documents) for the other Party's material breach of the Agreement after giving at least thirty (30) days prior written notice identifying specifically the basis for such notice and referring to this Section of this MSA unless the breaching Party cures such breach within such thirty (30)-day period.

(c) **Termination for Cause by Denovo.** In addition to any termination rights set forth in an SOW or Order Document regarding termination of such SOW or Order Document, Denovo may terminate the Agreement and any SOW or Order Document at any time immediately upon notice to Client if (i) an outstanding invoice remains unpaid forty-five (45) days after its applicable due date, or (ii) the Client discloses Denovo's Confidential Information in violation of the Agreement.

(d) **Termination for Insolvency.** Either Party may immediately terminate the Agreement (and all SOWs and Order Documents) in whole or in part if the other Party:

(i) Makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, or ceases operating in the normal course of business.

(ii) Has a receiver or trustee appointed by a court over the Party or any substantial part of the Client's assets.

(iii) Becomes insolvent or is unable to pay its debts as they become due.

(iv) Authorizes, applies for or consents to the appointment of a trustee or liquidator of all or a substantial part of its assets or has proceedings seeking such an appointment commenced against it which are not terminated within ninety (90) days of such commencement.

(v) Has any substantial part of its property subjected to any levy, seizure, assignment or sale for, or by any creditor or governmental agency without said levy, seizure, assignment or sale being lifted, released, reversed or satisfied within ten (10) days.

(vi) Files a voluntary petition under any chapters of the United States Bankruptcy Code or any other insolvency law or an involuntary proceeding has been commenced by any Party against the Party under any one of the chapters of the United States Bankruptcy Code or any other insolvency law and (A) the proceeding has been pending for at least sixty (60) days; or (B) the Party has consented, either expressly or by operation of law, to the entry of an order for relief; or (C) the Party has been decreed or adjudged a debtor or equivalent.

6. **Employment Matters.**

(a) **Denovo Staffing.** Denovo shall assign personnel to the Client account that possess the training, education, expertise and skill levels appropriate for the Services to be provided by such personnel. Denovo reserves the right to determine which of its personnel shall be assigned to perform Services, and to replace or reassign such personnel during the Term; provided, however, that Denovo, subject to scheduling and staffing considerations, shall use good faith efforts to honor the Client's request for or lawful objection to specific individuals.

Denovo

(b) **Client Staffing.** Client shall assign personnel to the performance of Client responsibilities that possess the appropriate training, education, expertise and skill levels to perform such Client responsibilities. Client reserves the right to determine which of its personnel shall be assigned to perform Client responsibilities, and to replace or reassign such personnel during the Term; provided that, the Client shall ensure that the performance by such personnel of Client responsibilities does not adversely affect the ability of Denovo to perform its obligations under the Agreement.

(c) **Non-solicitation.** Neither Denovo nor the Client shall solicit for employment, offer employment to, employ or hire as an independent contractor the other Party's employees, agents, or subcontractors during the Term of the Agreement and for a period of twelve (12) months following expiration or termination of the Agreement except as may be agreed to in writing by both parties. The Parties acknowledge that the damages caused by a breach of this Section would be difficult to ascertain. Therefore, if either Party violates the foregoing restriction, as the breaching Party's sole obligation and the non-breaching Party's sole and exclusive remedy, the breaching Party will pay the non-breaching Party two (2) times the solicited employee's current annual salary.

(d) **Independent Contractor.** Denovo shall provide Services to Client as an independent contractor and nothing contained herein shall be construed to create a relationship of employer-employee or principal-agent between Denovo and Client. Neither Party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venture, co-owner or representative of the other.

7. **Assignment and Subcontracting.**

(a) Neither Party shall assign or subcontract any portion of the Agreement without the express and prior written consent of the other Party. Notwithstanding the foregoing, in the event of a merger, acquisition, or sale of substantially all its assets, or reorganization, Denovo may assign the Agreement or any portion thereof to a successor-in-interest or any affiliate of Denovo that has the ability to perform the assigned obligations and has agreed to do so in writing.

(b) Notwithstanding Section 7(a), Denovo may subcontract any of its duties under the Agreement, including, without limitation, any SOW, Order Document or portion thereof, to a subcontractor in the ordinary course of business; provided, however, Denovo will remain liable to the extent provided herein for its performance under the Agreement

8. **Confidentiality.**

(a) **General.** To the extent that either Party comes into possession of any Confidential Information of the other Party in connection with the Agreement or otherwise, such Party may use the Confidential Information of the other Party solely for the purposes of the Agreement, and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party.

(b) **Exclusions.** Notwithstanding any provision herein to the contrary, Confidential Information shall not include information that (i) is or becomes publicly available (other than by breach of the Agreement), (ii) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party reasonably believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party, (iii) is developed by the receiving Party independent of and without reference to any Confidential Information of the disclosing Party, or was known by the receiving Party prior to any disclosure of such information made by the disclosing Party, in each case as evidenced by the receiving Party's written records, or (iv) is disclosed with the written consent of the owner of the Confidential Information.

Denovo

(c) **Protection.** Each Party shall maintain the confidentiality of the Confidential Information of the other Party using at least the same degree of care as it employs in maintaining the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

(d) **Remedies.** If a Party discloses or uses (or threatens to use or disclose) any Confidential Information of the other Party in breach of the confidentiality protections under the Agreement, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the Parties acknowledge that any other available remedies may be inadequate.

(e) **Compelled Disclosure.** Notwithstanding the above, the receiving Party shall not be in violation of this confidentiality obligation with regard to a disclosure that was in response to a valid order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, provided that the receiving Party provides the disclosing Party with reasonably prior written notice of such disclosure in order to permit the disclosing Party to seek confidential treatment of such information.

(f) **Trade Secrets.** Denovo employs Trade Secrets that contain privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Denovo. Because it would cause irreparable harm to Denovo if any of its Trade Secrets were known to its competitors, to the extent that Client learns any of Denovo's Trade Secrets, Client shall not disclose or use such Trade Secrets in its own business or for the benefit of any party other than Denovo. In the event that the Client is a public entity and awards a contract to Denovo, the Client shall have the restricted right to disclose the entire contract dollar amount, however this disclosure shall not include itemized data or any Trade Secrets.

9. **Ownership of Intellectual Property.**

(a) **Denovo Ownership.**

(i) Denovo shall retain all right, title and interest in and to Denovo Intellectual Property.

(ii) All rights, title and interest in Work Product shall vest in Denovo unless otherwise expressly provided in the applicable SOW or Order Document.

(iii) Denovo shall own the Aggregated Data. Denovo may utilize the Aggregated Data for purposes of operating Denovo's business unrelated to the provision of Services hereunder, provided that Denovo shall not reveal any Client Confidential Information.

(iv) Except for any license expressly granted in the Agreement, neither the Client nor any third party shall acquire any right, title or interest in or to Denovo Intellectual Property or Work Product.

(b) **Client Ownership.** The Client shall retain all right, title and interest in and to the Client Data. Client hereby grants to Denovo limited license to use the Client Data solely to the extent necessary for Denovo to perform the Services hereunder.

(c) **Infringement Indemnity.**

(i) **Infringement Indemnity.** Denovo shall defend and hold harmless the Client against Infringement Claims so long as the Client promptly notifies Denovo in writing of the Infringement Claims. Denovo shall provide such defense at its expense and will pay any costs or damages that may be finally awarded by a court of competent jurisdiction against the Client. Denovo will not indemnify the Client, however, if the Infringement Claim is caused by (i) the Client's misuse or modification of the Work Product, Denovo Intellectual Property or other

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deliverables in a manner that causes the infringement; (ii) the Client's use of the Work Product, Denovo Intellectual Property or other deliverables in combination with any hardware, software or information not owned or developed by Denovo; (iii) the Client's failure to use corrections or enhancements to such Work Product, Denovo Intellectual Property or other deliverables made available by Denovo, (iv) the Client's distribution, marketing or use for the benefit of third parties of such Work Product, Denovo Intellectual Property or other deliverables or (v) information, specifications, software or materials provided by the Client or a third party. If any Work Product is, or in Denovo's judgment is likely to become, the subject of an Infringement Claim, Denovo, at its expense and option, shall either (a) procure the right for the Client to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Work Product and refund to the Client the Fees paid for such Work Product less a reasonable amount for the Client's use of the Work Product up to the time of return.

(ii) **Exclusive Remedy.** The foregoing constitutes the Client's sole and exclusive remedy and Denovo's entire liability with respect to Infringement Claims.

10. **Indemnification.**

(a) **General.** The Parties shall have the following general indemnity obligations:

(i) Each Party shall indemnify, defend and hold harmless the other and its officers, directors, members, managers, employees, subcontractors and agents from and against any and all taxes, interest, penalties and fines imposed by any governmental agency that are such Party's responsibility hereunder.

(ii) Denovo shall indemnify, defend and hold harmless the Client and its officers, directors, members, managers, employees, subcontractors and agents from and against any and all losses arising from claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by Denovo, its personnel or agents in connection with the performance of the Services under the Agreement.

(iii) The Client shall indemnify, defend and hold harmless Denovo and its officers, directors, members, managers, employees, subcontractors and agents from and against any and all losses arising from claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the gross negligence or willful misconduct of the Client, its personnel or agents in connection with the Agreement.

(b) **Procedure.** To receive any indemnities specified in this Section, the Party seeking indemnification must promptly notify the other Party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the indemnified Party under any settlement made without the indemnifying Party's written consent.

11. **Limitation of Liability; Disclaimer of Warranties.** Unless otherwise specifically stated in an SOW or Order Document with respect to the Services described in, or products or software provided or licensed under, such SOW or Order Document, the following limitations of liability and disclaimers of warranties shall apply to the Agreement:

(a) **Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 8, IF DENOVO SHALL BE LIABLE TO THE CLIENT FOR ANY MATTER RELATING TO OR ARISING FROM THE AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO ANY AND ALL

Denovo

BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY THE CLIENT TO DENOVO UNDER THE SOW OR ORDER DOCUMENT PURSUANT TO WHICH DENOVO IS PERFORMING THE SERVICES OR SELLING THE PRODUCTS GIVING RISE TO SUCH BREACH. IF DENOVO SHALL BE LIABLE TO THE CLIENT FOR ANY BREACH OF SECTION 8, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO SUCH BREACH WILL NOT EXCEED THE TOTAL AMOUNT PAID TO DENOVO UNDER ITS INSURANCE POLICIES.

(b) **Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

(c) **Limitation on Actions.** No action, regardless of form, arising under or relating to the Agreement, may be brought by either Party more than one year after the event giving rise to the cause of action has occurred, except that an action for non-payment may be brought by a Party not later than one year following the date of the last payment due to such Party hereunder.

(d) **Subcontractor Liability.** The exclusions and limitations of liability under the Agreement will operate to the benefit of Denovo's subcontractors under the Agreement to the same extent that such provisions operate to the benefit of Denovo. Any limitations of liability hereunder will be computed for Denovo and its subcontractors in the aggregate. Denovo's subcontractors shall be deemed third-party beneficiaries of this Section.

(e) **Disclaimer of Warranties.** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, DENOVO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND DENOVO CANNOT AND DOES NOT GUARANTY ANY RESULT OR THE EFFECTIVENESS OF THE SERVICES, WORK PRODUCTS, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER. ANY SERVICES, WORK PRODUCT, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER ARE PROVIDED "AS IS," AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED.

12. **Insurance.** Denovo shall at its own expense maintain commercial automobile liability insurance and either commercial general liability insurance or, if necessary, professional liability insurance with minimum coverage as outlined below:

(a) **Business Automobile Liability.** Covering all vehicles that Denovo owns, hires, or leases with a limit of no less than \$1,000,000 per accident/employee.

(b) **Commercial General Liability.** Including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with a minimum limit of no less than \$1,000,000 each occurrence and a minimum limit of \$2,000,000 in the aggregate.

(c) **Professional Liability Insurance.** Including Errors and Omissions coverage with a limit of no less than \$5,000,000 per occurrence and in the aggregate.

13. *Dispute Resolution.*

(a) **General.** In the event of any Dispute, one Party shall notify the other Party in writing of the Dispute in sufficient detail to put the other Party on notice of the nature of the Dispute. The Parties shall work together in good faith first to informally resolve the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

(b) **Mediation.** If informal discussion fails, the Parties agree that any and all Disputes shall be submitted to the AAA, or its successor, for mediation prior to commencing arbitration proceedings. Either Party may commence mediation by providing AAA and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The mediation shall take place at the AAA office in Los Angeles, California. The Parties shall participate in the mediation in good faith and will share the costs equally. The Parties will cooperate in the selection of a mediator from the AAA panel of neutrals and the scheduling of the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from the date of the written request for mediation until fifteen (15) days after the conclusion of mediation. The Parties will take such action, if any, required to effectuate such tolling.

(c) **Binding Arbitration.** If mediation fails, any and all Disputes shall then be determined by binding arbitration pursuant to the Commercial Arbitration Rules of the AAA. The location of any and all arbitration proceedings shall be Los Angeles, California. Any such dispute, controversy or claim shall be determined by one (1) arbitrator selected by mutual agreement of the parties. If the parties are not able to expeditiously agree upon the arbitrator, an arbitrator shall be determined by striking names from a list of potential arbitrators provided by the AAA. Any and all arbitrators selected shall be independent of the parties to the Agreement. Arbitration shall be conducted expeditiously as time shall be deemed to be of the essence in determining any matters subject to arbitration. The decision or award of the arbitrator shall be final and binding upon the parties to same extent and to the same degree as if the matter had been adjudicated by a court of competent jurisdiction and shall be enforceable under the Federal Arbitrations Act. The costs and expenses of the arbitration and of the prevailing Party (including reasonable attorneys' fees) shall be paid by the non-prevailing Party.

(d) **Equitable Relief.** Notwithstanding other provisions of this Section, either Party may seek preliminary or other equitable relief from a court of law of competent jurisdiction at any time.

14. **Authority.** Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state in which it is organized or incorporated, (ii) it has all requisite power and authority to enter into the Agreement and to perform its obligations hereunder, and the execution of the Agreement and (iii) it has been duly authorized to consummate the transactions contemplated in the Agreement.

15. **Marketing.** Denovo is allowed the nonexclusive use of the Client's name, logo, trademarks and service marks on Denovo's sales and marketing materials for presentation to current and prospective customers. Upon the Client's request, Denovo will provide the Client a copy of any such marketing materials in which the Client is referenced. Notwithstanding the foregoing, Denovo will request written permission from Client to use Client's name, logo, trademarks and service marks on Denovo's website or in media releases.

16. **Law and Regulation.** Each Party shall be responsible for obeying Laws applicable to its business, including, without limitation, data privacy, intellectual property, employment and tax laws.

17. **Change Order Process.** A Change Order Request is the method by which either Party may communicate and eventually effectuate Changes to the Services outlined in the applicable SOW or Order Document. The Client or Denovo may request Changes by initiating the Change Order process. To initiate the Change Order process, the Party requesting the Change must fill out the then-current Change Order Request form and submit it to the appropriate project leader of the other Party. The Change Order Request must at a minimum describe the requested Change in sufficient detail for Client and Denovo to make a reasonable assessment of the request.

The Client and Denovo will review the Change Order Request promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Levels, terms and conditions, Fees and other provisions of the Agreement. A Change Order Request will not be effective nor will a Change be implemented unless the Change Order Request is executed by duly authorized representatives from both Client and Denovo.

Upon mutual acceptance of the Change Order Request, it becomes part of the entire Agreement between Denovo and Client with respect to the subject matter thereof.

Each Party will be responsible for all costs and expenses incurred by it in participation of the Change Order process unless otherwise agreed in writing. The failure of either Party to insist upon strict performance of the Change Order process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

18. **Miscellaneous.**

(a) **Modification.** The Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to the Agreement which specifically states that it amends the Agreement.

(b) **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of its rights as set forth in the Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party.

(c) **Survival.** The provisions of Sections 1, 2, 4, 6(c), 8, 9, 10, 11, 13, 15 and 18 shall survive, notwithstanding the termination or invalidity of the Agreement for any reason.

(d) **Entire Agreement.** The Agreement, including, without limitation, any addenda, exhibits, attachments, supplements, SOWs, Order Documents, Change Orders and Schedules, constitutes the entire agreement between Denovo and the Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the Agreement.

(e) **Force Majeure.** Neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions of the other Party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

(f) **Notices.** Wherever under the Agreement one Party is required or permitted to give notice to the other Party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier, sent by certified mail (return receipt requested), or sent by email. Any such notice shall be deemed given when actually received and shall be addressed as follows:

Denovo

If to Client:

Attention: _____
Email: _____
Fax: _____

If to Denovo:

Denovo
6328 Monarch Park Place
Niwot, CO 80503
Attention: Legal Department
Email: legal-notices@denovo-us.com
Fax: _____

With a copy to:

Ireland Stapleton Pryor & Pascoe, PC
717 17th Street, Suite 2800
Denver, Colorado 80202
Attention: Michael R. Miller
Email: mmiller@irelandstapleton.com
Fax: 303-623-2062

Either Party may change its address for notices upon giving written notice of the change to the other Party in the manner provided above.

(g) **No Third Party Beneficiaries.** Nothing contained in the Agreement is intended to confer upon any person (other than the Parties hereto, the indemnified parties specifically identified in Section 10, and any subcontractors expressly mentioned elsewhere in the Agreement) any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third party beneficiary under or by reason of the Agreement.

(h) **Counterparts.** The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. A facsimile or other electronic copy of a signature on the Agreement shall be acceptable as and deemed to be an original signature.

(i) **Severability.** If any term or condition of the Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of the Agreement are declared severable.

(j) **Governing Law; Jurisdiction.** The Agreement, shall be governed by, and construed in accordance with, the laws of the State of California. To the extent any claim or dispute is not required to be submitted to binding arbitration under the terms of the Agreement, each Party hereby irrevocably consents and waives any objection to the personal jurisdiction and venue of the state and federal courts for Los Angeles, California.

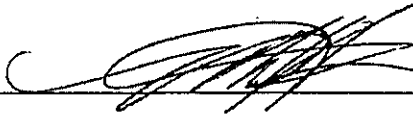
(k) ***Legal Representation and Construction of Agreement.*** The Parties acknowledge that the Agreement was prepared by counsel for Denovo. The Parties have had the opportunity to retain their own independent legal and financial counsel with respect to the negotiation of the Agreement. They have independently, separately, and freely negotiated each and every provision of the Agreement as if all parties drafted it, and therefore, waive any statutory or common-law presumption that would serve to have this document construed in favor of, or against, any Party.

[SIGNATURE PAGE TO FOLLOW]

Denovo

IN WITNESS WHEREOF, Denovo and the Client have executed this MSA as of the date set forth above.

DENOVO VENTURES, LLC


By: 

Name: Mark S. Adcock

Title: CFO

Date: 12.22.2016

Las Virgenes Municipal Water District

By: 

Name: David W. Pedersen

Title: General Manager

Date: 01/11/17



A check in this box indicates that this agreement has been changed from the original.

MANAGED DISASTER RECOVERY SERVICES STATEMENT OF WORK

This **MANAGED DISASTER RECOVERY SERVICES STATEMENT OF WORK** ("*Statement of Work*" or "*SOW*"), dated as of the 15 day of December 2016 ("*Effective Date*"), is by and between DENOVO VENTURES LLC, a Colorado limited liability company ("*Denovo*"), and Las Virgenes Municipal Water District, an California Corporation (the "*Client*") (each a "*Party*" and together the "*Parties*").

Pursuant to Section 3. (Scope of Services), in the Master Services Agreement (MSA) dated December 15, 2016, Denovo and Client desire to enter this Statement of Work for the performance by Denovo of certain Managed Services, described herein. This Statement of Work provides details of the Services, related products if any, definitions, Services-specific terms, the Client's one-time and recurring fees, and third party license agreements as applicable.

Effective Date: December 15, 2016

Initial Term: February 1, 2017 through January 31, 2020

1. Definitions

- 1.1. "Agreement": Each SOW combined with the corresponding Supplement, Las Virgenes Municipal Water District, Terms and Conditions and Contract, and MSA shall constitute an independent contract.
- 1.2. "Disaster": means any unplanned event or condition due to a cause beyond the control of the Client that renders Client unable to use Client's Computer Facility due to complete loss in the location listed in Section 6 for its intended computer processing and related business purposes, reasonably projected by Client to last more than twelve (12) consecutive hours.
- 1.3. "Disaster Declaration Notice": means the notice which the Client is to provide to Denovo upon the occurrence of a Disaster requesting access to and use the Service set forth in Section 3 of this Statement of Work. Any verbal declaration must be followed by written or email notice within 24 hours of the Disaster Declaration Notice.
- 1.4. "Client Computer Facility": means the address of Client's datacenter or Client hosting facility as described in Section 5 of this Statement of Work.
- 1.5. "Services": means the services to be provided by Denovo under this Agreement described in Section 3 of this Statement of Work.
- 1.6. "Change": The addition, subtraction or change to any Services related to the SOW; a change that results in increased or reduced fees for applicable Services; and changes to the Service Levels not agreed to as part of the Statement of Work.
- 1.7. "Change Order Process": The process by which Changes are made to the Services and more fully described in this Statement of Work.
- 1.8. "Change Order Request or COR": The form the Parties will use to communicate changes to the Services. The Change Order Process is defined in this Statement of Work.



1.9. **“Initial Term”**: The period effective from the primary Service Start Date to the planned Services termination date.

1.10. **“Additional Term”**: A period of Two (2) years extension to the initial term commencing 1st day following the end of the initial term.

1.11. **“In-Scope”**: Services that are covered under the base agreement between Denovo and Client.

1.12. **“Out-Of-Scope”**: Services that are NOT defined as Services under the base agreement between Denovo and Client, and that may require an additional Contract.

2. Term and Termination.

The initial term of this Statement of Work is **Three (3)** years following the Service Start Date, the **1st** day of February, 2017. At the end of the Initial Term this Statement of Work the Parties agree to an Additional Two (2) year term at same fee schedule.

If Client terminates this Statement of Work without cause, i.e., for convenience, during the Initial Term of this Statement of Work, or if Denovo terminates this Agreement due to any uncured default by Client, Client shall be liable for the following:

- All amounts owed for Services provided by Denovo up to and including the date of termination
- One hundred percent (100%) of all deferred payments
- A pro-rata portion of any charges or fees previously waived by Denovo
- If terminated during the Initial Term the amount owing will be equal to the amount per the chart below less any amounts previously paid

Monthly Payment Due in full on 1st day of each Month												
Year 1	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	Dec-17
	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00
Year 2	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	Dec-18
	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00
Year 3	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	Dec-19
	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00
Year 4	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	Dec-16
	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00	\$ 4,592.00

3. Services and Deliverables

Denovo will provide the following Services for the servers listed in Section 5 of this Statement of Work:

3.1. **Implementation**: Denovo will review Client servers, data and systems configurations to architect the replication design, and completeness for the managed disaster recovery implementation. Configuration and data integrity will be reviewed by Denovo and Client. The installation process will include the following items: Requirements definition and integration,



application considerations, communications, data change rate, and operational considerations. Moreover, implementation will include:

- Overview hardware and 3rd party software requirements
- Replication design criteria
- Review application inventory, interfaces, run state, security and common libraries/folders/directories
- Windows system state
- Identify Replication configurations
- Apply sessions for performance and system impact
- Production change control procedures

3.2. Monitoring and Management:

- Monitor and maintain the recovery environment
- Monitor system & application state
- Perform daily checkouts and administration of the replication software
- Run sync reports on objects between the systems
- Correct any discrepancies in replication model
- Save, restore or refresh of all out of synch files / objects/ folders as required
- Ensure completeness of data integrity
- Disaster Recovery solution is managed for:
 - Replication alerts
 - Audit checks and problem identification / notification / escalation
 - Install replication software patches as required
 - Run book documentation
 - Configuration management
 - Root cause analysis and documentation (as applicable)

3.3. Populating Data: Denovo will perform complete IBM Power Option 21, Windows Image, and server installs to ensure the DR Site is consistent with the Client Computer Facility as a starting point to begin synchronization. All configurations and restart procedures will be executed based on findings in the audit tasks:

- Configure replication software to restart from marked position
- Implement Configuration Groups and apply session changes to replication model
- Grouping of x86 servers/IBM Power to ensure application consistency
- Confirm completeness of all libraries, folders and directories to be replicated
- Implement active monitoring for all servers
- Run replication auditing and verification to ensure data integrity

4. **Project Terms and Conditions**

Denovo will provide Services pursuant to the terms and conditions set forth below:

4.1. Initial Term. A period of Three (3) years commencing on the Effective Date in Section 6 of this Statement of Work.



4.2. Additional Term. A period of Two (2) years extension to the Initial Term commencing 1st day following the end of the Initial Term.

4.3. Protection Tier. Data is replicated asynchronously from the Clients production environment to equal systems running at the Denovo disaster facility located in a disparate FEMA region. Denovo will monitor the solution; manage system and replication availability at the time of a disaster declaration, so Client can use their recovery application environment within stated replication metrics.

4.4. Recovery Time Objective. Recovery Time Objective (RTO) is the maximum period of time between the Client's Disaster Declaration Notice and the time it takes for the recovery process to complete to where the Client can resume production operations.

4.5. Recovery Point Objective. Recovery Point Objective (RPO) is the maximum period of data loss as measured from the last successful transaction replicated to Denovo. This will be the starting data point from the Client's received Disaster Declaration Notice.

4.6. Replication Metrics. For the server(s) listed in Section 6, Schedule 6A hereunder, Denovo will maintain the recovery process with a recovery point objective (RPO) expected not to exceed Last Successful Transaction replicated to Denovo, and a recovery time objective (RTO) expected not to exceed 2 hours.

For the server(s) listed in Section 6, Schedule 6B hereunder, Denovo will maintain the recovery process with a recovery point objective (RPO) expected not to exceed 1 hour, and a recovery time objective (RTO) expected not to exceed 12 hours.

The RTO and RPO do not apply to Client-made customizations made at the Client Computer Facility that depend on external components/interfaces or third party software/hardware. Client will be solely responsible for issues arising from third party software/hardware.

4.7. Recovery Procedures. Denovo, with the assistance of the Client, will design and validate server failover procedures to be executed in a Disaster. As part of the verification, Denovo, with the assistance of Client for system signoff, will ensure data integrity, verify installed replication software, and ensure completeness of server data and Software. Client will verify the application environments.

4.8. Commencement of Recovery. Denovo is responsible for commencing a Recovery within 60 minutes of receiving Client's Disaster Declaration Notice. Failover process activities for all servers listed in Section 6 will be completed with Recovery metrics.

4.9. Annual Disaster Recovery Tests. Client will be entitled to one (1) test for Disaster recovery ("Test") annually (calculated as the twelve-month period commencing on the Effective Date) at no additional charge. Test dates will be mutually agreed to by Client and Denovo, both acting reasonably. Client must use the annual Test allowance or lose it at the end of the year.

4.10. Annual Test Cancellation Policy. Cancellations at no charge are permitted up to 14 business days prior to any Test period. All cancellations with less than 14 days' notice will be subject to loss of Test time allowance.

4.11. Connectivity. Client will provide Denovo a firewall device and necessary VPN specifications to enable a secure VPN tunnel between Client's network and Denovo for Testing or managing a Disaster. VPN equipment at Client's site is Client's responsibility, and must be compatible. Client



will provide an MPLS connection at its expense if deemed necessary by Client to provide secure access and capacity into Client's network

4.12. No Use Permitted for Production. When conducting a Test, Client will only use the target recovery systems ("Target Recovery Systems") for testing its Disaster recovery procedures and not for production purposes.

4.13. Client Contact. Denovo will assign a contact to Client who will be responsible for administering Client's relationship with Denovo, including scheduling Tests. Client will be notified of any changes to Denovo Client contact information.

4.14. Implementation Period. Denovo and Client acknowledge that after the Effective Date of this SOW and prior to the completion and acceptance of the initial disaster recovery test, Denovo's ability to fully recover Client's system may be limited. In the event of a Disaster during this period, Denovo and Client will use commercially reasonable efforts to recover Client's system as quickly as possible.

4.15. Verification of Data and Server Integrity. Client is responsible for verifying the accuracy of the Data and application functionality of the system.

5. Client Responsibilities

5.1. Lawful Purpose. Client will use the Denovo disaster facility servers only for its lawful business purposes and in the manner for which it was designed.

5.2. Software. Client must provide all required software keys, licenses and/or consents to permit the use of Client's third party hardware, software ("Software"), or other material on the Denovo System.

5.3. Client LAN. Client must provide, maintain, install and manage all necessary equipment in the Client LAN and ensure such equipment's compatibility with the Software and the Client datacenter in order to allow Denovo to provide the Services.

5.4. Client Issues. Client is responsible for resolving all Client LAN, and data latency issues.

5.5. Recommended Changes. Client must implement all of Denovo's recommended changes reasonably necessary to ensure a successful recovery. The cost to bring Client's environment up to minimum standards required for Services

5.6. Authorized Notice Personnel. Client will designate four (4) of its officers or managers ("Authorized Notice Personnel") who have been authorized to provide Disaster Notifications to Denovo, one of whom will be a senior officer of Client or other employee acceptable to Denovo. Client may substitute any one or more of its Authorized Notice Personnel by providing a written notice to Denovo. In the event that Client suffers a Disaster, one of Client's Authorized Personnel will immediately provide Denovo with a verbal Disaster Notification. In the event that Denovo is unable to confirm the verbal Disaster Notification with any such other Authorized Notice Personnel, Denovo will not be required to provide Client with access to the Target Recovery System unless a written Disaster Declaration Notice has been received by Denovo.

5.7. Software Vendors. Client must supply technical support/assistance from Software vendors.

5.8. Client Changes. Client will notify Denovo of any changes to the Client's hardware/Software or network environment and data replication requirements that might affect Denovo's ability to provide the Services. Additional charges may apply if hardware processor or CPW, Disk, Memory changes are made on Client systems.

6. Specifications and Expenses

<p>Client has contracted Denovo to provide Services for the following fee:</p>	<p><u>Fee Schedule</u></p> <p>On Boarding Fee – Systems Definition</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Daily System Check <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Denovo supplied <input checked="" type="checkbox"/> Monitoring & Alerting <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Client Help Desk – Level 1 <input checked="" type="checkbox"/> Denovo supplied <input checked="" type="checkbox"/> Implementation <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Client input required <input checked="" type="checkbox"/> Denovo supplied <input checked="" type="checkbox"/> Configuration <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Client input & signoff required <input checked="" type="checkbox"/> Denovo supplied <input checked="" type="checkbox"/> 10 Mbs of Bandwidth VPN Connectivity <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 10 Mbs of Bandwidth for Replication 	<p style="text-align: center;">Included</p>
<p>Effective Date and Term</p>	<p>Effective Date - February 01, 2017</p> <p>Initial Term : Begins February 01, 2017 and ends on January 31, 2020</p> <p>Additional Term : Begins February 1, 2020 and ends January 31, 2022</p>	<p style="text-align: center;">\$4,592/month</p>



	Start of On Boarding Services will commence on February 01, 2017 and first monthly payment is due February 01, 2017.											
Client's Primary Facility	4232 Las Virgenes Road Calabasas, CA 91302											
Client Authorized Notice Personnel	<table border="0"> <thead> <tr> <th>Name</th> <th>Position</th> </tr> </thead> <tbody> <tr> <td>Harold Matthews</td> <td>IS Manager</td> </tr> <tr> <td>Mike McIntyre</td> <td>SCADA Systems Analyst</td> </tr> <tr> <td>Andrew Spear</td> <td>Systems Analyst</td> </tr> <tr> <td>Dawn Calvin</td> <td>Computer Support Specialist</td> </tr> </tbody> </table>	Name	Position	Harold Matthews	IS Manager	Mike McIntyre	SCADA Systems Analyst	Andrew Spear	Systems Analyst	Dawn Calvin	Computer Support Specialist	
Name	Position											
Harold Matthews	IS Manager											
Mike McIntyre	SCADA Systems Analyst											
Andrew Spear	Systems Analyst											
Dawn Calvin	Computer Support Specialist											
Additional VPN Bandwidth	Per 10 mbps per month	\$ 300										
Site Access in a Disaster Declaration	First 30 Days are included in this Agreement.	Included										
Test Time	One (1) Disaster Recovery Test per year. Two (2) Days of Test time permitted per test.	Included										
Test Fees	Additional 3 Day Test Period	\$ 4,400										

* Denovo rates listed above apply to this Statement of Work only

**Unless otherwise agreed to in writing by both parties, Denovo will invoice the Client for Services, commencing 30 days prior to the Effective Date at the rates specified in this Section 6.

Recovery System Inventory

Schedule 6A

Description & Server Name	Description	Recovery Level	VCPU	Memory GB	Storage GB
LV-CisSql	CIS/Billing	Tier 1 – Last Successful Transaction RPO/ 2 hr. RTO	8	32	C: 104, D: 1893

Schedule 6B

Description & Server Name	Description	Recovery Level	VCPU	Memory GB	Storage GB
LV-JDEWeb	ERP-JDEdwards	Tier 2 – 1 hr. RPO/12 hr. RTO	12	16	C: 125, D: 873

IBMi Power Server Information

Description & Server Name	Description	Recovery Level	CPU	CPW	Memory	Storage	OS & Software
JDE-ERP IBM iSeries	8202 E4C	Tier 2 – 1 hr. RPO/12 hr. RTO	1	5,900	16GB	700Gb	V7R1M0

❖ **Deployment server will be provisioned as a part of fail over JD Edwards solution from tape images supplied by Las Virgenes. See below for Server details.**

Description & Server Name	Description	Recovery Level	VCPU	Memory GB	Storage GB
LV-JDEDep	ERP-JDEdwards	Tape images supplied by Las Virgenes	12	16	C: 125, D: 873

7. Additional Fees

7.1. Tape Shipments. Client is responsible for paying all costs related to shipping the backup tapes to and from Denovo and Client.

7.2. Hardware/Software Upgrades. Hardware/Software upgrades at Client Facility or Client testing that affects data replication are billable at the Additional Services Labor Rates described in Section 6.



8. Service Fee Assumptions

Services may be added, revised or deducted via the Change Order Request process as defined in Section 9 of this Statement of Work.

Additional Services requested by Client and added to the SOW within 90 days of Client's and Denovo's acceptance of the SOW ("Acceptance") will be priced according to the fees listed at the time of SOW Acceptance. Any additional Services requested by Client after 90 days from the date of Client and Denovo's Acceptance of the SOW will be subject to the then current rates for such Services.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

9. Statement of Work Acceptance.

Denovo may, in its sole discretion, modify a Service from time to time – for example, to work with new third party products and services and to stay current with changing standards. Denovo will give the Client thirty (30) day's written notice of the modification of a Service and of substantive modifications to a Service description. Such modifications will affect both existing Services and new Change Orders. Within sixty (60) days of receipt of a notice of modification to a Service, Client may cancel Change Order(s) for that Service without liability for cancellation charges if the modification has made the Service materially less useful to Client.

10. Change Order Process.

A Change Order Request ("COR") is the method by which either Party may communicate and eventually effectuate Changes to the Services outlined in the applicable SOW. "Changes" include (i) the addition, subtraction, modification or other Change to any Services related to the applicable SOW, (ii) a Change that results in increased or reduced fees for applicable Services, and (iii) Changes to the Service Levels not agreed to as part of this SOW.

The Client or Denovo may request Changes by initiating the "Change Order Process." To initiate the Change Order Process, the Party requesting the Change must fill out the Change Order Request form attached hereto and submit it to the appropriate project leader of the other Party. The COR must at a minimum describe the requested Change in sufficient detail for the Client and Denovo to make a reasonable assessment of the request.

The Client and Denovo will review the COR promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Availability Levels, terms and conditions, and Client fees. A COR will not be effective nor will a Change be implemented unless the Change Order Request is executed by duly authorized representatives from both the Client and Denovo.

Upon mutual acceptance of the COR, it becomes part of the entire agreement between Denovo and the Client with respect to the subject matter hereof. Denovo will provide a copy of all mutually accepted Change Order Requests to the Client for future reference.

Each Party will be responsible for all costs and expenses incurred by it in participation of the Change Control Process unless otherwise agreed in writing. The failure of either Party to insist upon strict



performance of the Change Order Request process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

11. Other Terms and Conditions

11.1. Client may declare a Disaster to Denovo at any time 24 hours per day, any day of the year.

11.2. Denovo may provide additional services to Client during Denovo business hours, as requested by Client on an as-available basis and, at the Additional Services Labor Rates described in Section 5.

[Signature page to follow]

CHANGE ORDER REQUEST 002 Replace Server in MDR

This **CHANGE ORDER REQUEST** ("**Change Order**" or "**COR**"), dated as of the 7th day of October, 2019 ("**Effective Date**"), is by and between DENOVO VENTURES LLC, a Colorado limited liability company ("**Denovo**"), and Las Virgenes Municipal Water District a California Corporation (the "**Client**") (each a "**Party**" and together the "**Parties**").

Pursuant to Denovo **STATEMENT OF WORK** ("**SOW**"), dated the 15th day of December, 2016, the terms and conditions of this Change Order are in accordance with the terms and conditions set forth in the referenced Statement of Work and governing Master Services Agreement between the Parties dated as of the 15th day of December, 2016 (the "**MSA**"). Capitalized terms not defined herein shall have the meaning set forth in the MSA or SOW.

1. **Change Order Process.**

This COR is the method either Party may utilize to communicate and eventually effectuate changes to the Services. Full execution of this COR by the Parties renders it a Change Order as defined in the MSA. "**Changes**" include (i) the addition, subtraction, modification or other change to any Services, (ii) a change that results in increased or reduced pricing for applicable Services, and (iii) changes to the Service Levels not agreed to as part of the SOW.

2. **Proposed Change.**

With this change order Denovo will remove server LV-CISSQL and replace it with server LV-CIS4 increasing the capacity of the MDR service.

3. **Priority of Proposed Change.**

Please identify the priority level associated with the proposed change.

- Priority 1 – Urgent and Major Impact
- Priority 2 – Urgent and Minor Impact
- Priority 3 – Not Urgent and Major Impact
- Priority 4 - Not Urgent and Minor Impact

4. **Schedule.**

The term of this Change Order is 36-months.

5. **Business Rationale.**

The business rational and/or justification associated with this Change Order is the need to update the MDR compute profile to match that of the recently revised production system.

6. **Service Level Agreement Impact.**

No change to service levels are expected.

7. Service Level, Hardware, Infrastructure and Software Environment Impact.

Server being removed:

Description	VCPUs	RAM (GB)	Storage (GB)	Disaster Recovery Tier
LV-CISSQL	8	32	1,997	Tier 2

Server being added:

Description	VCPUs	RAM (GB)	Storage (GB)	Disaster Recovery Tier
LV-CIS4	20	64	2,000	Tier 2

Net increase in MDR capacity is: (12) vCPUs and 32GB of RAM

8. Service Fees.

Original Managed Services Fees	Change Order Amount	Revised Managed Services Fees	One-Time Setup Fee
\$4,592/mo.	\$346/mo.	\$5,082/mo.	\$105

9. Change Order Acceptance.

IN WITNESS WHEREOF, Denovo and the Client have executed this Change Order as of the date set forth above.

DENOVO VENTURES, LLC


By:  _____

Name: Don Landrum _____

Title: Executive Vice President _____

Date: 10/21/2019 _____

Las Virgenes Municipal Water District

By:  _____

Name: David W. Pedersen _____

Title: General Manager _____

Date: 10/28/19 _____



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : J.D. Edwards Software: Annual Support and Maintenance Agreement

SUMMARY:

The District has used the J.D. Edwards (JDE) Enterprise Resource Planning software since 1996. The JDE Enterprise Resource Planning (ERP) system includes functionality for general accounting, job costing, accounts payable, inventory, purchasing, human resources and payroll. In 2005, JDE was purchased by Oracle Corporation, and Oracle has been providing support and upgrades for the software since that time. The Board awarded Tyler Technologies a contract in 2019 for the District's new ERP system. While in the implementation phase of the new ERP system, it is necessary to renew the annual support and maintenance agreement with the advanced customer support package for J.D. Edwards software until the new ERP system is operational in January 2021.

RECOMMENDATION(S):

Authorize the General Manager to execute an annual support and maintenance agreement, including advanced customer support for payroll, with Oracle Corporation, in an amount not to exceed \$151,882.03 plus applicable taxes, for the J.D. Edwards Enterprise Resource Planning software.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds are available in the adopted Fiscal Year 2019-20 Budget.

DISCUSSION:

A new annual support and maintenance agreement is necessary to ensure that Oracle will continue to provide support, maintenance and upgrades for the J.D. Edwards software. This will provide essential business continuity for the District and ensure the District's software suite is operating properly while in transition to the new ERP system. Licensing and maintenance of the J.D. Edwards software is a proprietary product that is exclusively available through Oracle. Technical support is not proprietary, but the District has found it to be efficient to maintain the support through Oracle as part of the support and maintenance agreement. The cost of the annual support and maintenance agreement is \$76,882.03.

In addition, it is necessary to purchase the Advanced Customer Support package for the JPE payroll module to properly calculate tax withholdings based on the new federal tax withholding tables that eliminate the use of the previous exemption methodology. The District's version of J.D. Edwards software support and maintenance had previously been transitioned to the Sustaining Support Level by Oracle to reduce cost; however, the required tax withholding software updates are only available with the Advanced Customer Support package at a cost of \$75,000.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Andrew Spear, Systems Analyst

ATTACHMENTS:

Oracle Maintenance and Support

Oracle Advanced Customer Support



3-Dec-19

Andrew Spear
Las Virgenes Municipal Water District
4232 Las Virgenes Road
CALABASAS
CA 91302
United States

Dear Andrew Spear

The technical support services provided under support service number 3976942 will expire, or have expired, on 22-Feb-20. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 24-Jan-20.

Have a question about your renewal? Call 916 315 5967 or email Oracle at christie.inclan@oracle.com.

Have a question regarding Auto Renew or the acceptance process on Oracle Store? Call 916 315 5967, [Chat on Store](#), or [Request Assistance](#).



GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	3976942	Oracle Contact Information: Christie Inclan	
Offer Expires:	22-Feb-20	Telephone:	916 315 5967
		Fax:	916 315 3020
		Email:	christie.inclan@oracle.com
CUSTOMER: Las Virgenes Municipal Water District			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	Andrew Spear	Account Contact:	Accounts Payable.
Account Name:	Las Virgenes Municipal Water District	Account Name:	Las Virgenes Municipal Water District
Address:	4232 Las Virgenes Road CALABASAS CA 91302 United States	Address:	4232 Las Virgenes Road CALABASAS CA 91302 United States
Telephone:	818 2512156	Telephone:	818-251-2100
Fax:		Fax:	
E-mail:	ASpear@lvmwd.com	E-mail:	@

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 3976942, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne Human Resources - Employee Perpetual	16703721	125		FULL USE	23-Feb-20	22-Feb-21	4,620.29
JD Edwards EnterpriseOne Payroll - Employee Perpetual	16703721	125		FULL USE	23-Feb-20	22-Feb-21	3,736.84
JD Edwards EnterpriseOne Technology Foundation - Application User Perpetual	16703721	48		FULL USE	23-Feb-20	22-Feb-21	9,757.47
JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	16703721	125		FULL USE	23-Feb-20	22-Feb-21	1,163.74

Program Technical Support Fees: USD 19,278.34

Program Technical Support Services							
Service Level: Software Update License & Support							

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne Capital Asset Management (included in Suite)	16703721	48		LIMITED USE OTHER	23-Feb-20	22-Feb-21	8,210.78
JD Edwards EnterpriseOne Contract and Service Billing (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	5,030.44
JD Edwards EnterpriseOne Financials (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	8,301.00
JD Edwards EnterpriseOne Inventory Management (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	5,933.11
JD Edwards EnterpriseOne Procurement and Subcontract Management (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	7,128.35
JD Edwards EnterpriseOne Project Costing (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	6,045.87
JD Edwards EnterpriseOne Real Estate Management (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	12,436.05
JD Edwards EnterpriseOne Service Management Foundation (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	4,002.19

Program Technical Support Services
Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne System Foundation (included in Suite)	16703721	48		FULL USE	23-Feb-20	22-Feb-21	515.90

Program Technical Support Fees: USD 57,603.69

Total Price: USD 76,882.03

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Las Virgenes Municipal Water District represents that Customer has authorized Las Virgenes Municipal Water District to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Las Virgenes Municipal Water District agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Las Virgenes Municipal Water District agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Las Virgenes Municipal Water District to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-GMA-270549 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check, or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that unless You are a U.S. federal government or public sector entity, if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. If You are an U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Las Virgenes Municipal Water District is a tax exempt organization and is not an U.S. federal government entity, a copy of Las Virgenes Municipal Water District's tax exemption certificate must be submitted with Las Virgenes Municipal Water District's purchase order, credit card or other acceptable form of payment.

PAYMENT DETAILS

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 3976942
- Total Price: USD 76,882.03 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Las Virgenes Municipal Water District agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document will apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check

must include the following information:

- Support Service Number: 3976942
- Total Price: USD 76,882.03 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Las Virgenes Municipal Water District agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Checks for technical support services renewed under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Oracle ACS Quote for Las Virgenes Municipal Water District

**Oracle Service Availability Matrix
MARKET-DRIVEN SUPPORT SERVICES**

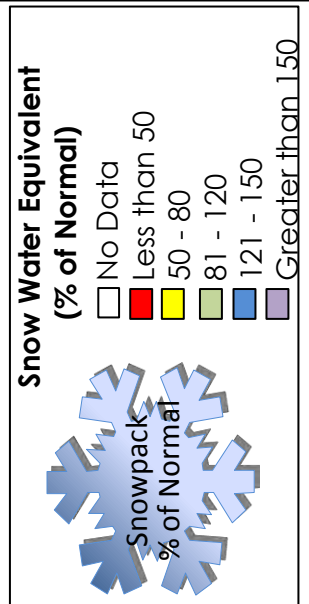
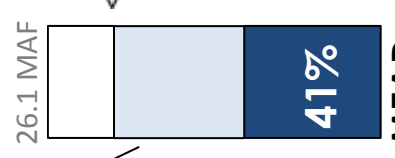
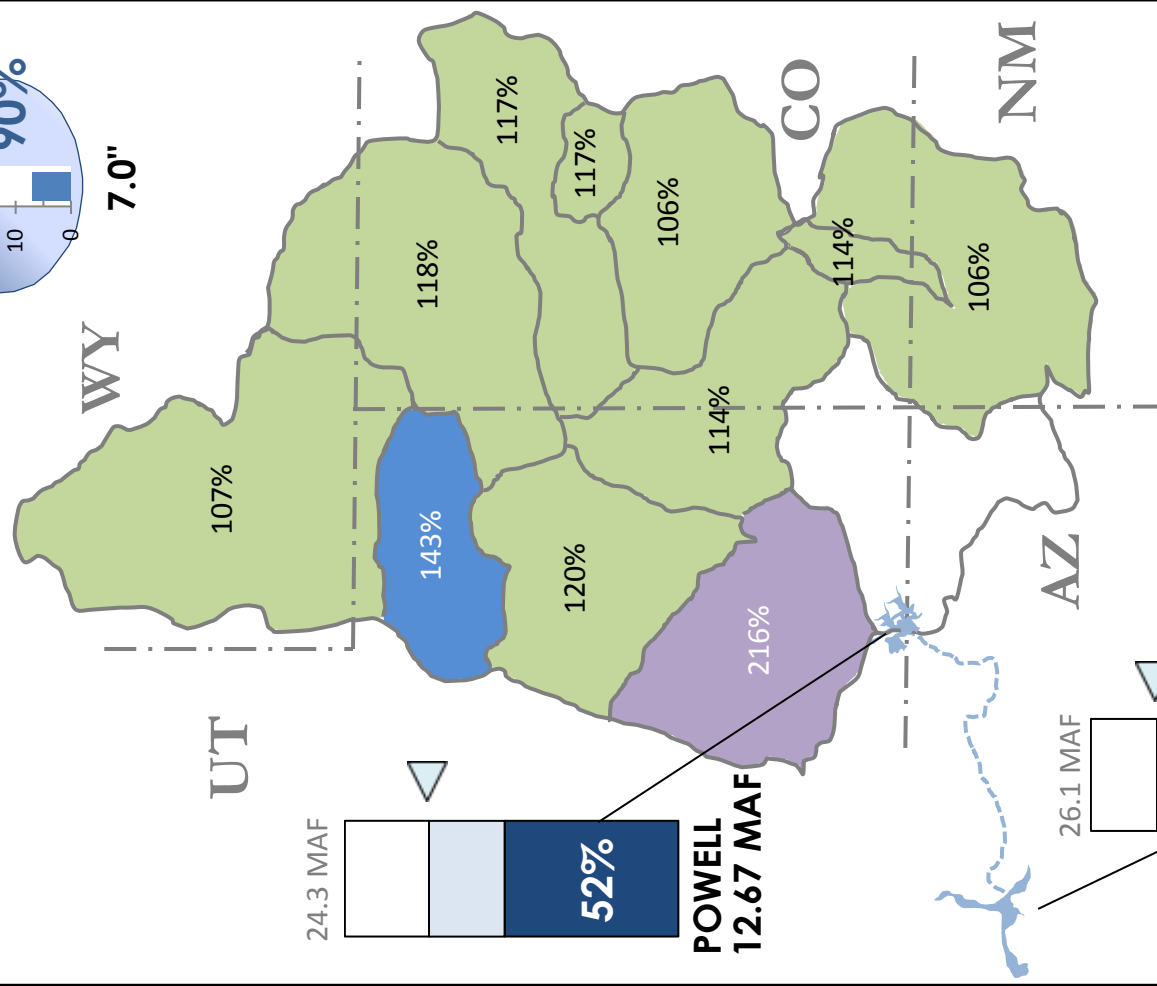
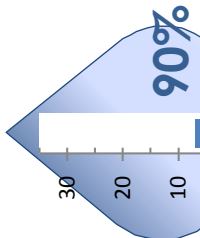
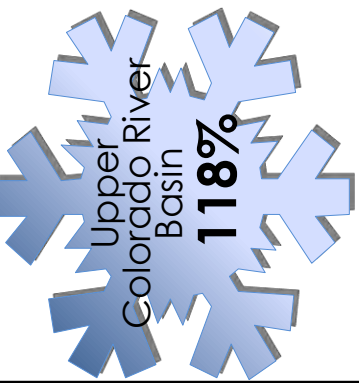
Overview - Market-Driven Support (MDS) services offer a variety of Severity 1 Fixes, Legislative and statutory updates for customers running Sustaining Support versions of Oracle financials, supply chain management and human capital management applications. ACS offers services that are designed to ensure customers have a predictable set of Severity 1 Fixes, Financial (localization backports) and Payroll Legislative updates to protect their application investment while they are upgrading to the latest version of the applicable Application Suite. These services are available or planned for Oracle PeopleSoft Applications, Oracle E-Business Suite, Oracle JD Edwards, and Oracle Database as shown in the table below: Part numbers indicated should be used for MDS offerings. For more information please consult relevant sales guide for each of the MDS offering.

Application Suite & Database	Release	Extended S	MDS Offering	Part Description	Pricing (USD)	Availability	Primary Service Features		
							HCM / Payroll Updates	Severity 1 Fixes	Legislative Updates
JDE	E1 -9.0	Dec-18	Payroll for North America	Updates for Oracle JD Edwards Enterprise	\$75K	Dec 2018 -Dec 2020	X		

Water Supply Conditions Report

As of: 12/22/2019

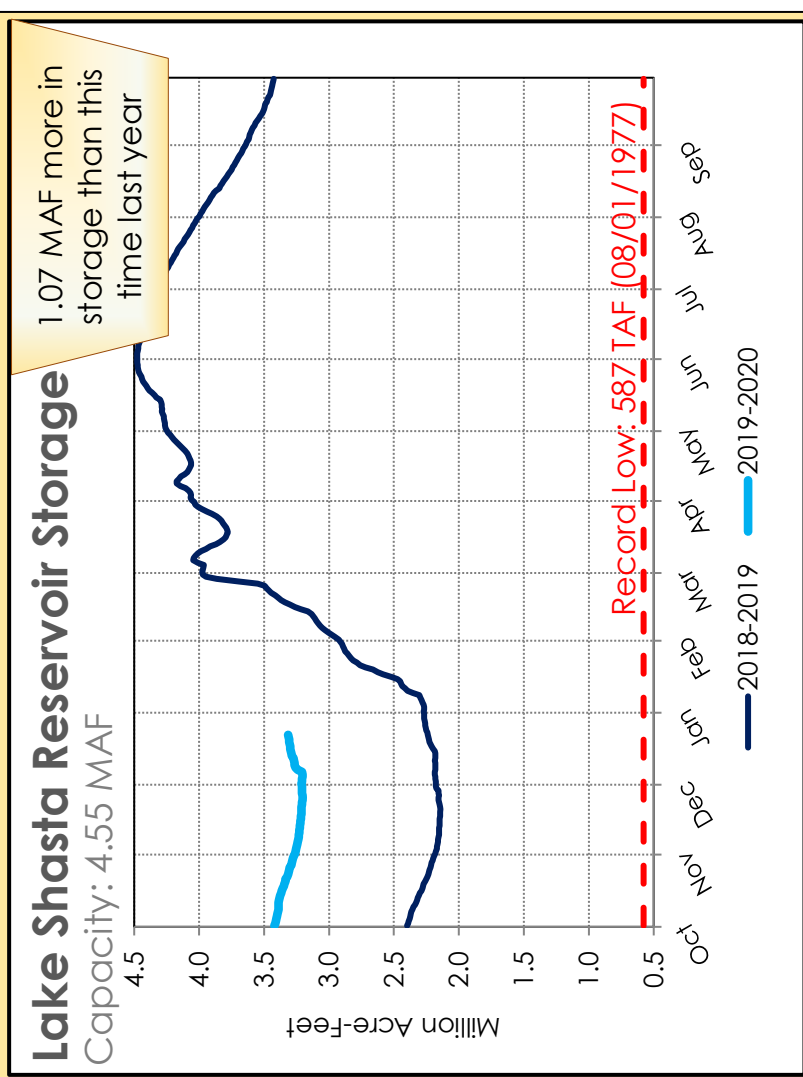
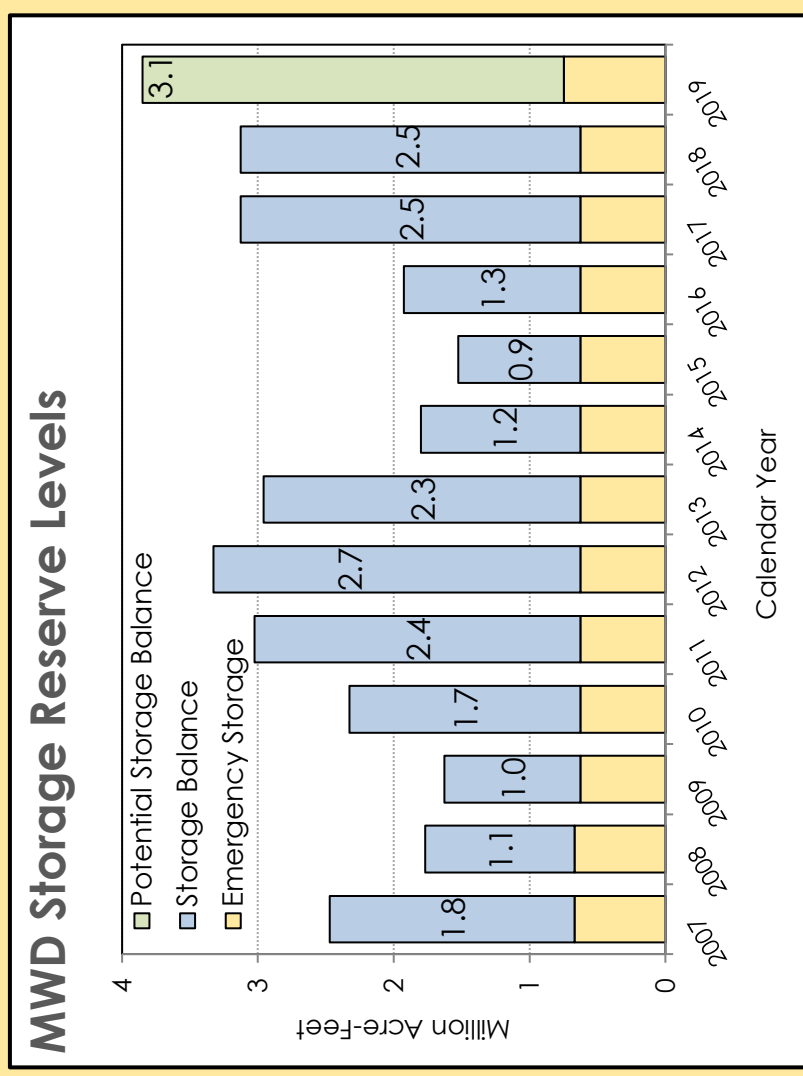
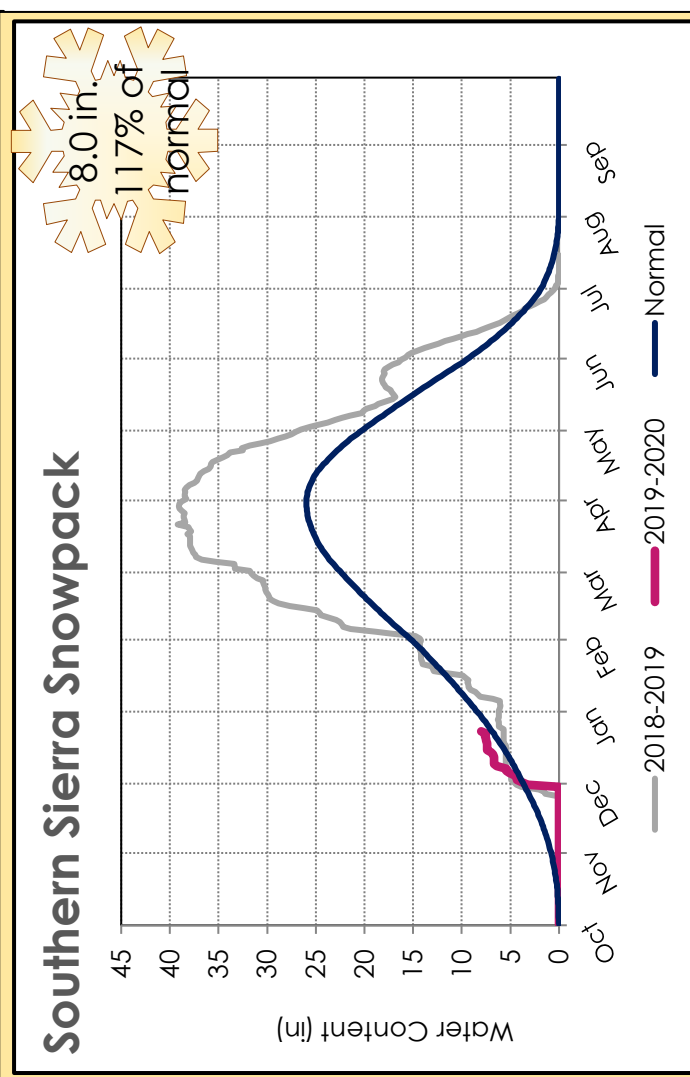
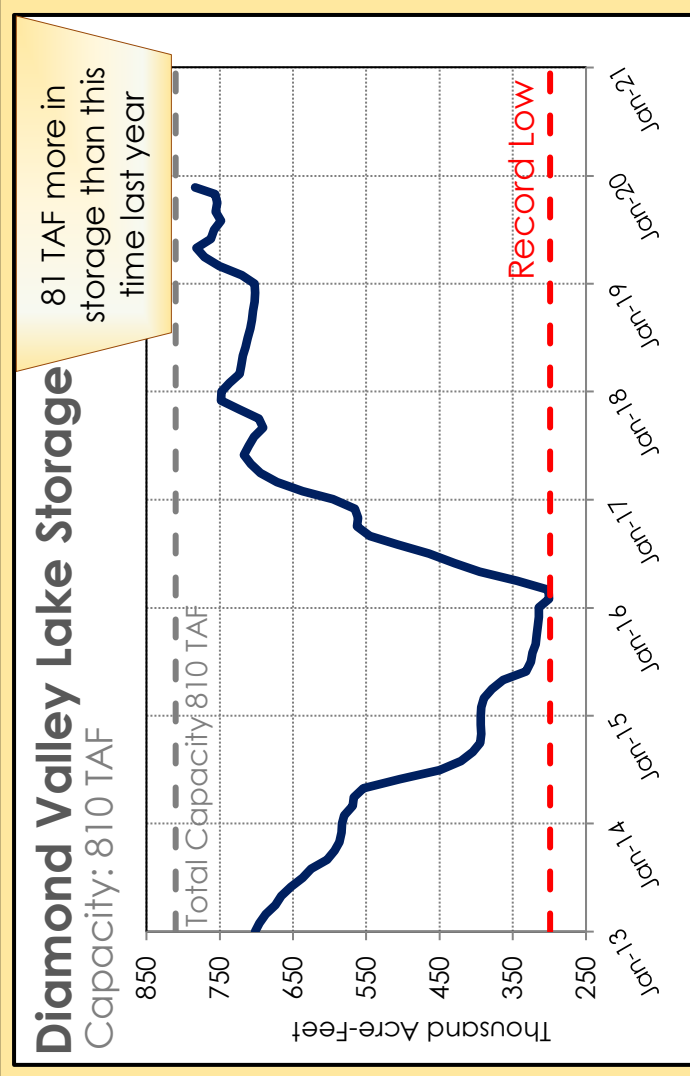
2019 Colorado River
 1,010,582 AF
 81% of full CRA
 Does not include storage withdrawals



Turn page for more CRA Data Flip Over for SWP Data

Highlights

- Precipitation at the 8-Station is at 79% of normal
- Snow in the Northern Sierra is at 93% of normal
- Precipitation and snow in the Upper Colorado River Basin are respectively at 90% and 118% of normal
- The 2020 SWP allocation is 10%.

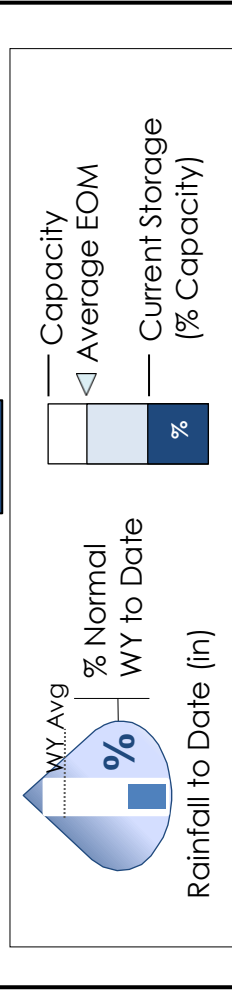
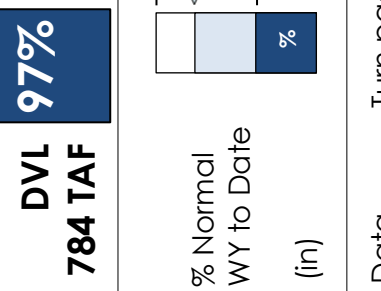
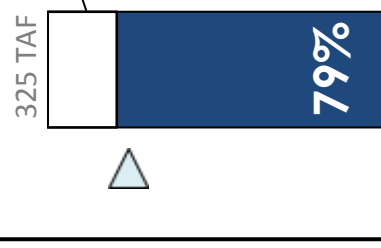
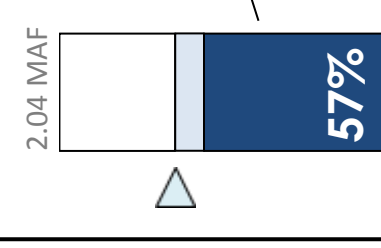
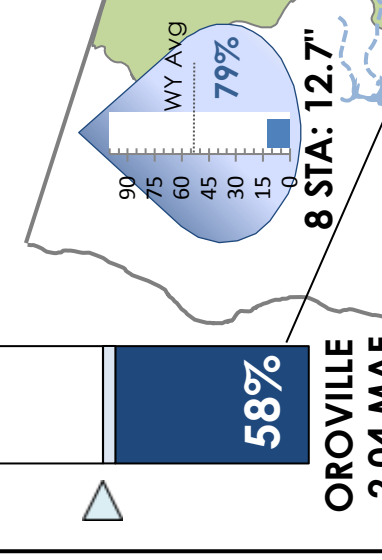
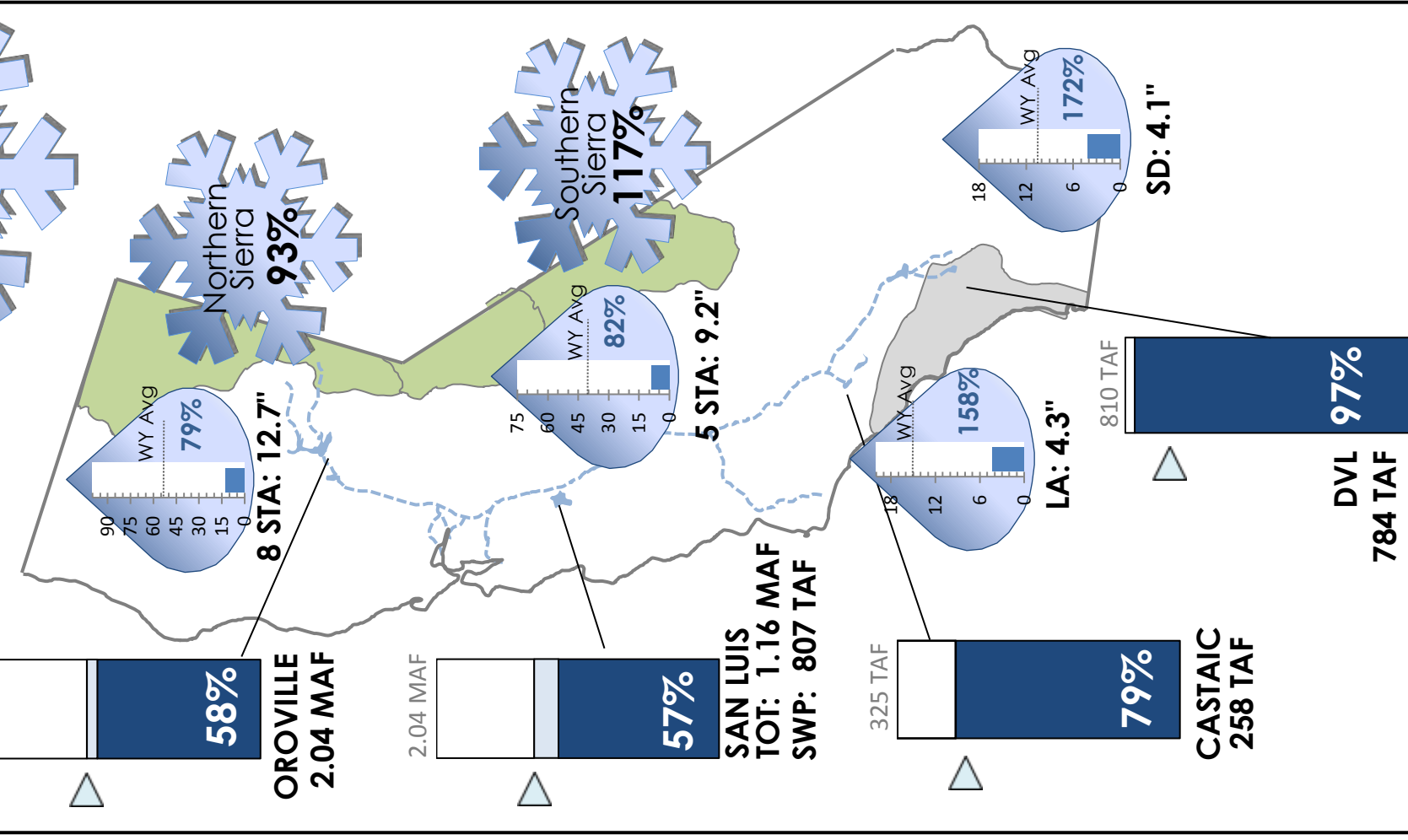
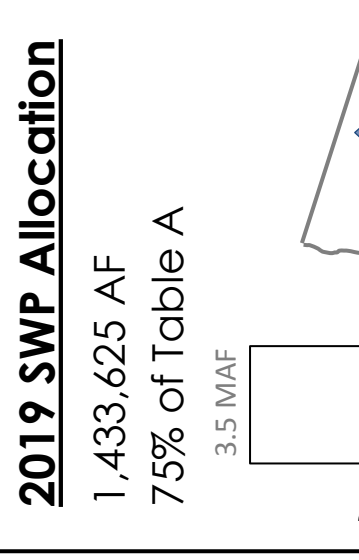


This report is produced by the Water Resource Management Group and contains information from various federal, state, and local agencies. The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or for 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: 12/22/2019

2019 SWP Allocation
 1,433,625 AF
 75% of Table A



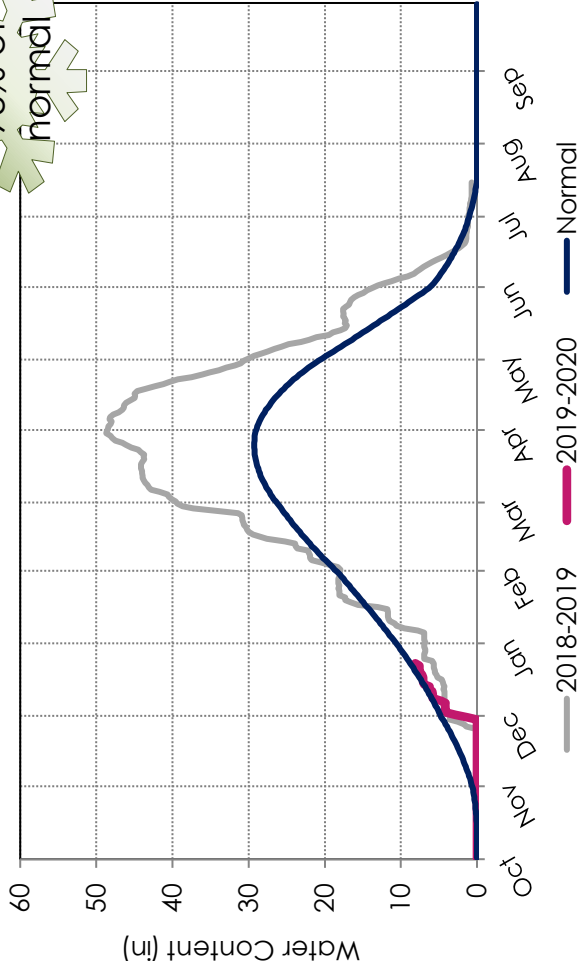
Flip Over for CRA Data Turn page for more SWP Data

State Water Project Resources

As of: 12/22/2019

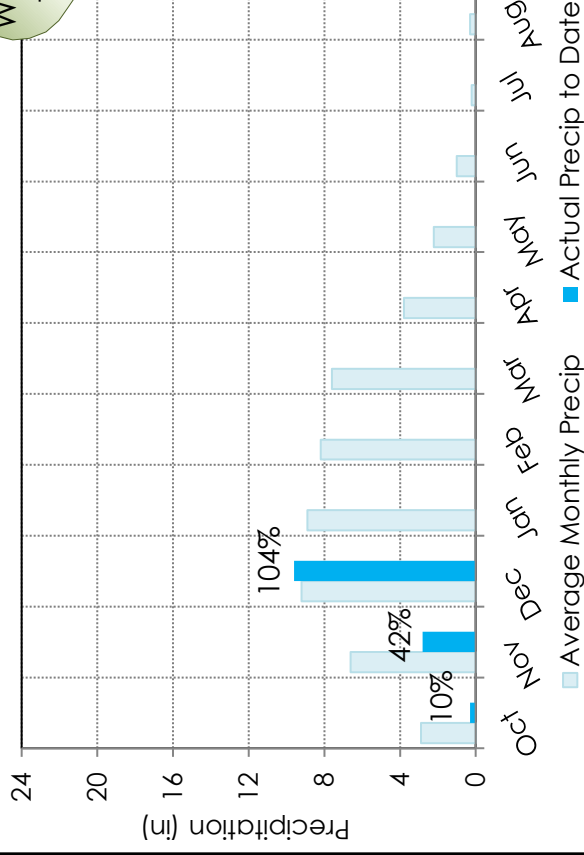
Northern Sierra Snowpack

8.1 in.
93% of normal



8 Station Index Precip

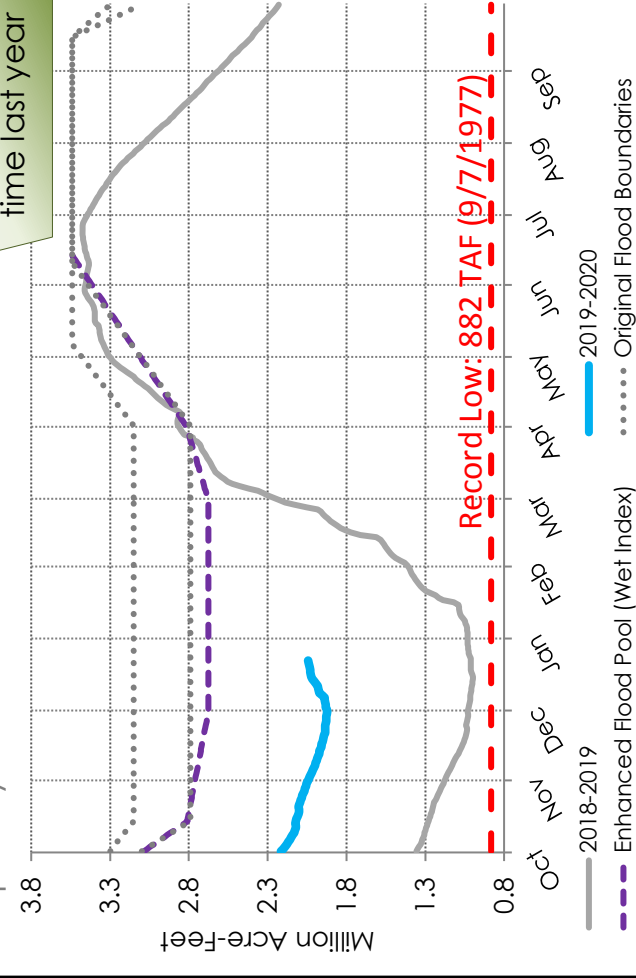
12.7 in.
Water Year to Date



Oroville Reservoir Storage

1.03 MAF more in storage than this time last year

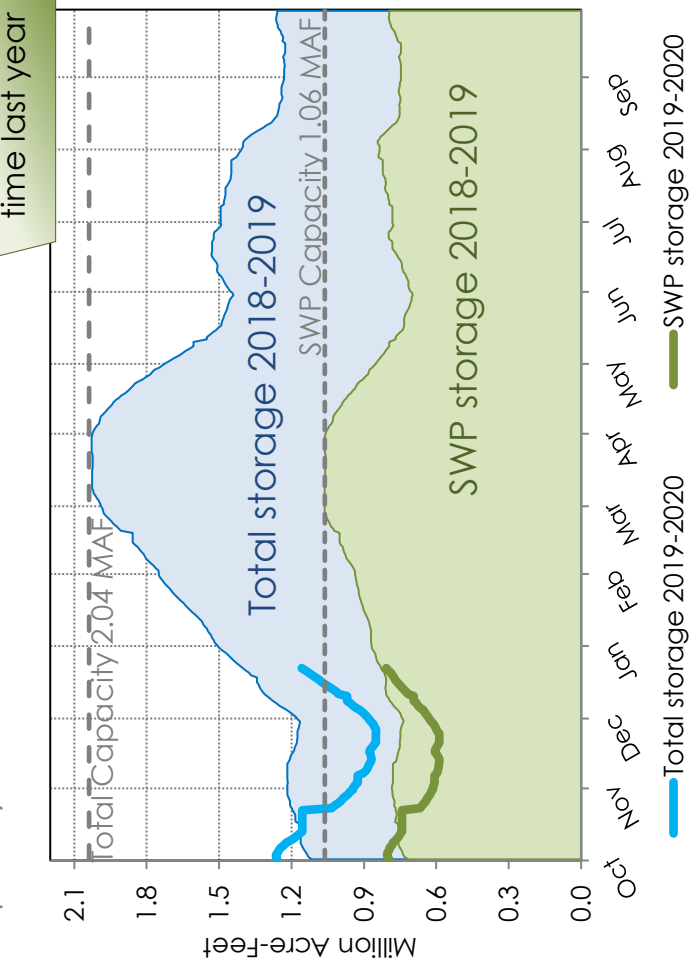
Capacity: 3.5 MAF



San Luis Reservoir Storage

22 TAF less in SWP storage than this time last year

Capacity: 2.04 MAF

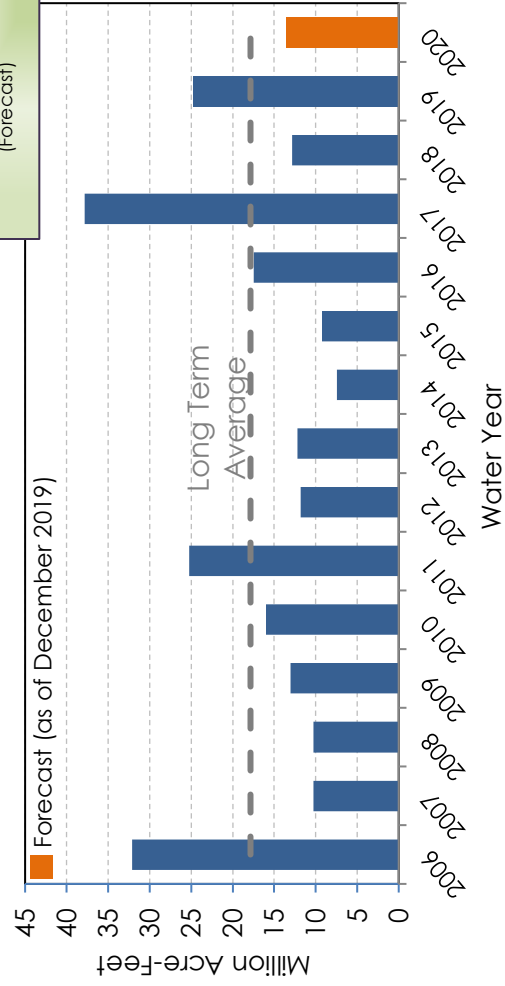


Other SWP Contract Supplies for 2020 (AF)

Article 21	TBD
Carryover	TBD
Article 14b	TBD

Sacramento River Runoff

WY 2020 (forecast)
76% of normal

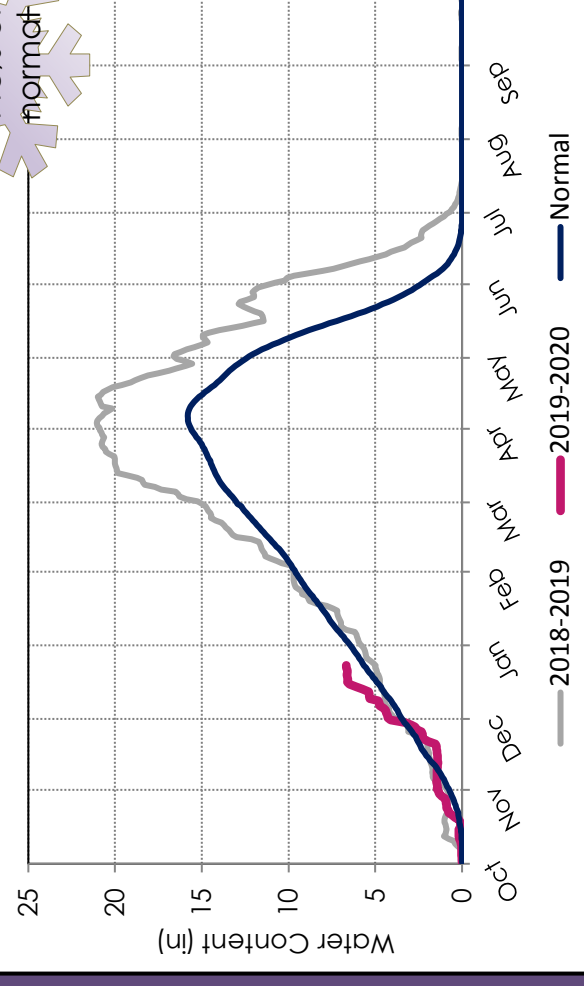


Colorado River Resources

As of: 12/22/2019

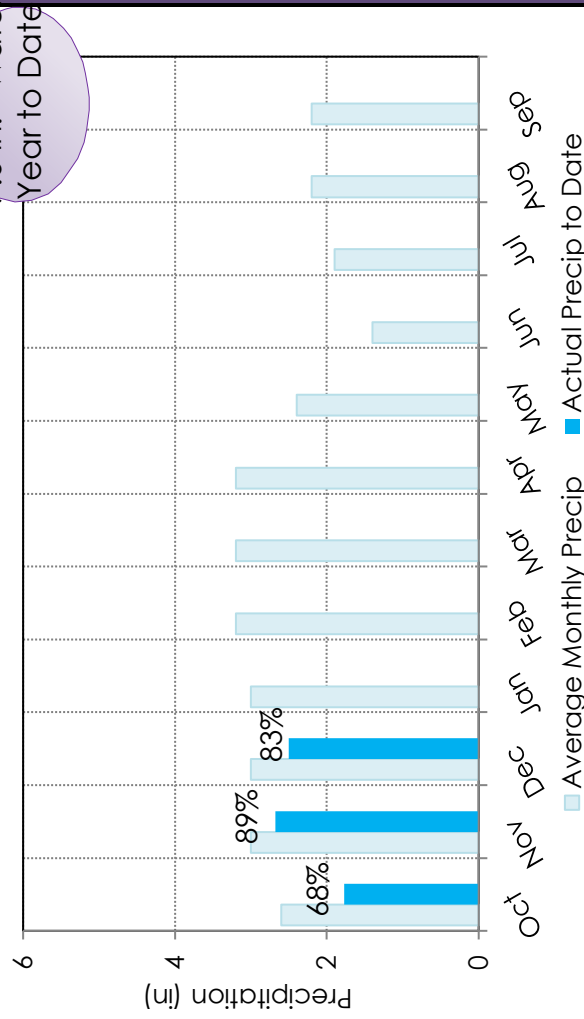
Upper Colorado Basin Snowpack

6.7 in.
118% of normal

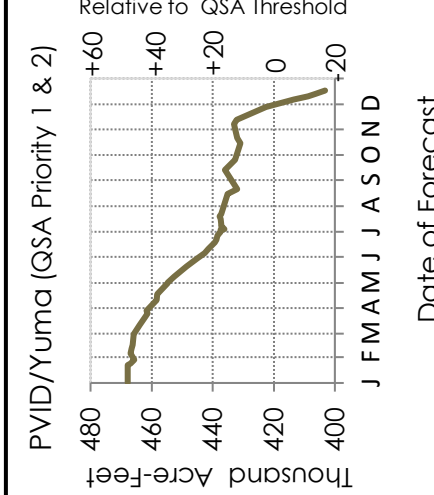


Upper Colorado Basin Precip

7.0 in.
Water Year to Date



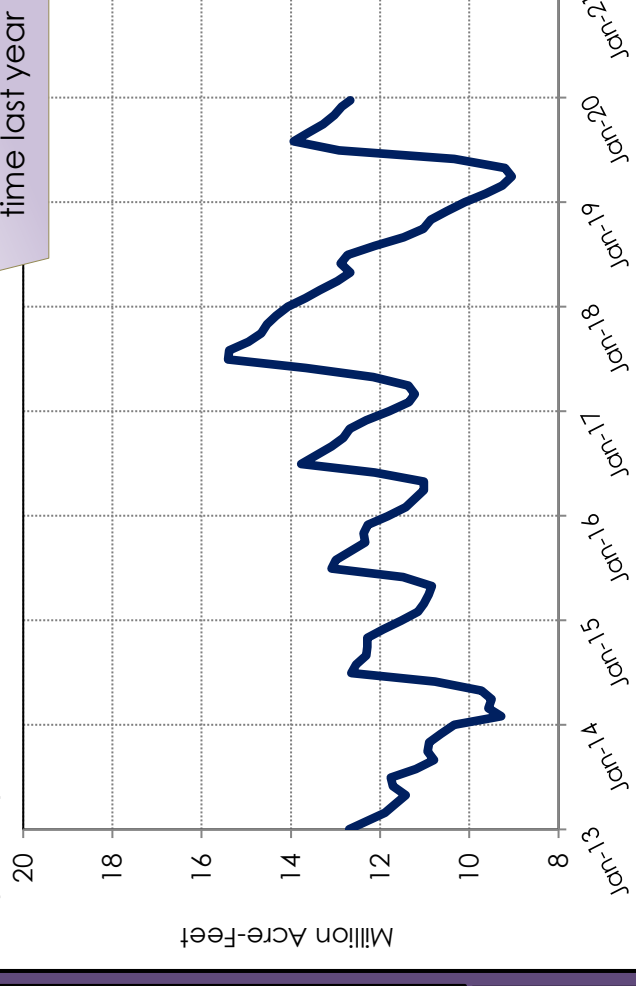
2019 Colorado River Ag Use



Lake Powell Storage

2.46 MAF more in storage than this time last year

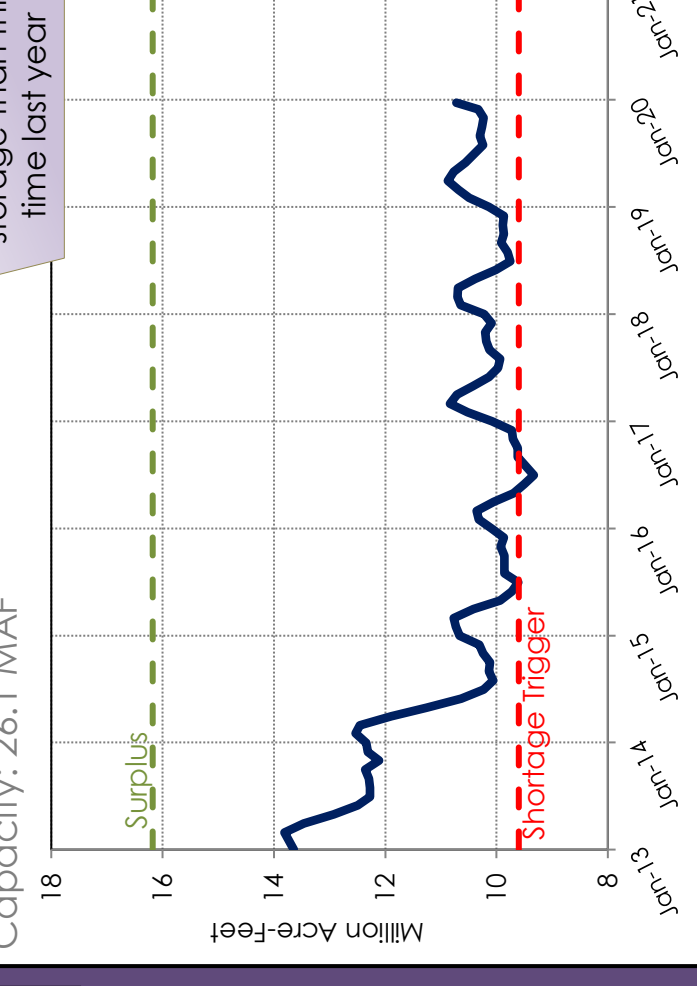
Capacity: 24.3 MAF



Lake Mead Storage

674 TAF more in storage than this time last year

Capacity: 26.1 MAF



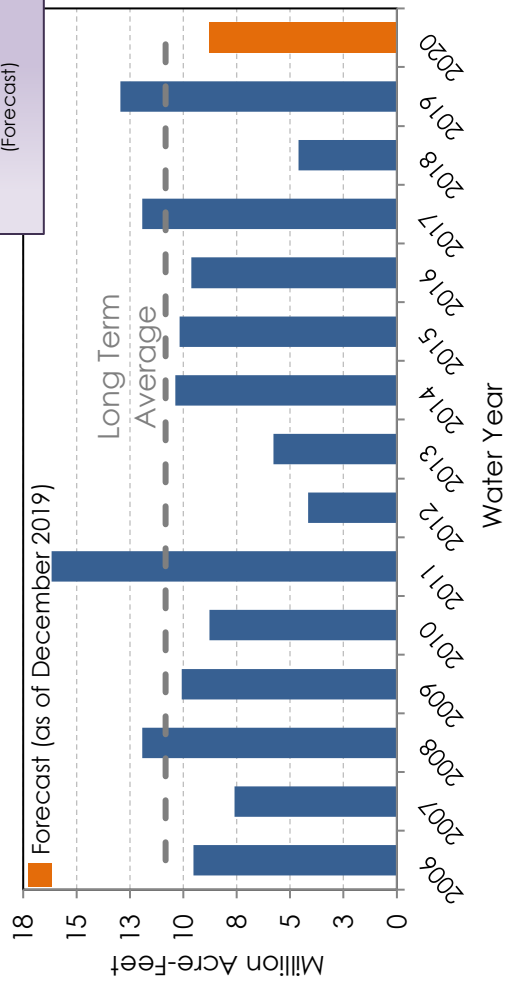
Lake Mead Shortage/Surplus Outlook

	2020	2021	2022	2023	2024
Shortage	0%	4%	24%	37%	43%
Surplus	0%	0%	7%	12%	19%

Likelihood based on results from the August 2019 CRSS model run. Includes DCP Contributions.

Powell Unregulated Inflow

WY 2020 (forecast)
81% of normal





January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject : Continuation of Potable Water Standby Charge: Public Hearing,
Introduction and First Reading**

SUMMARY:

On November 5, 2019, the Board adopted Resolution No. 2564, regarding the District's intent to continue the Potable Water Standby Charge pursuant to the Municipal Water District Law of 1911. A public hearing will be conducted for the proposed Ordinance, as it relates to continuation of the Standby Charge for Fiscal Year 2020-21, and the proposed Ordinance will be introduced and given first reading by title only.

RECOMMENDATION(S):

Waive the full reading and call for proposed Ordinance No. 282 to be given first reading by title only.

(Waive further reading and introduce the Ordinance)

ORDINANCE NO. 282

AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2020.

(Reference is hereby made to Ordinance No. 282 on file in the District's Ordinance Book and by this reference the same is incorporated herein.)

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The continuation of the Potable Water Standby Charge provides approximately \$510,000 annually in revenue to support the maintenance of the potable water system.

DISCUSSION:

Postcards were mailed with a notice of the public hearing to new property owners. Additionally, a notice of the public hearing was published in *The Acorn* newspaper on December 26, 2019 and January 2, 2020.

The proposed Standby Charge would continue at the same rate of \$10.00 per parcel for less than one acre and \$10.00 per acre for parcels exceeding one acre. Additionally, the proposed Standby Charge would continue to allow for customers to defer payment for parcels that are public land, open space or are believed to have limited or no benefit (e.g. undeveloped land).

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Angela Saccareccia, Finance Manager

ATTACHMENTS:

Proposed Ordinance No. 282

ORDINANCE NO. 282

AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2020

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

Section 1. Purpose

This ordinance fixes and continues a standby charge to be levied against each lot or parcel within the district for the fiscal year commencing July 1, 2020, for the purpose of financing the district's potable water replacement program. This charge is imposed pursuant to the Municipal Water District Law.

Section 2. Findings

The Board of Directors finds, determines and declares as follows:

- (a) The board has provided a duly published and mailed notice of public hearing and has conducted a public hearing to consider adoption of a standby assessment;
- (b) The board has considered the written and oral comments presented by interested parties concerning the assessment;
- (c) The district has approved a categorical exemption for the project under the California Environmental Quality Act because the charges are not designed to increase or expand services;
- (d) The standby assessment will be used to pay for a portion of the cost of the potable water replacement programs instituted by the district. Revenue generated from the standby charge does not exceed the cost of the program.
- (e) The report of a qualified engineer that forms the basis for the standby charge is on file with the District;
- (f) It is in the best interests of the district and the community which it serves to pay for a portion of water programs from the proceeds of standby assessments because landowners benefit from maintaining available water supply.

Section 3. Standby Charge

An annual standby charge in the amount of \$10.00 per acre for parcels over one acre, and \$10.00 for each parcel of land of less than one acre is hereby levied against all land within the district for the fiscal year commencing July 1, 2020. A description of the lands (by assessor parcel number) affected by the assessment is on file with the secretary.

Section 4. Collection

The Board of Supervisors and Auditor of the County of Los Angeles are hereby directed to levy, collect and remit to the district this standby charge at the time and in the manner required by law for the levying of taxes for county purposes.

Section 5. Deferrals

(a) A property owner may request a complete or partial deferral from the standby charge by filing a written request by April 12th, 2020 during the fiscal year for which the deferral is sought. The deferral shall be processed and evaluated in accordance with this section.

(b) The following property is eligible for deferral:

(i) Property owned and occupied by a federal, state or local governmental agency.

(ii) Property permanently dedicated to open-space.

(iii) Property which cannot use water supplied by the district due to restrictions imposed by deed or governmental agencies with land use jurisdiction.

(iv) Property which cannot reasonably be expected to derive any benefit from facilities constructed with the proceeds of the water standby charge.

(c) If the general manager approves the request, the charges paid by the applicant shall be refunded and no charge shall be levied for subsequent years. The applicant shall execute an agreement to repay the charges with interest if the property ceases to be eligible for the deferral. The agreement shall be recorded.

(d) If the general manager denies the request, the applicant may appeal denial of the deferral by the general manager by filing a written request for review within 10-days after the general manager's decision. The board shall promptly consider the request for review. The decision of the board shall be final.

(e) The general manager shall adopt reasonable rules and regulations to implement this section.

PASSED, APPROVED and ADOPTED on _____, 2020

Jay Lewitt
President

ATTEST:

Charles Caspary
Secretary

APPROVED AS TO FORM:

W. Keith Lemieux
District Counsel

(SEAL)



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject : Policy on the Discontinuation of Water Service for Non-Payment: Adoption

SUMMARY:

The District and all other water utilities are required to comply with a new State law enacted by Senate Bill No. 998 (Dodd), regarding the discontinuation of water service for non-payments. The provisions of Senate Bill No. 998 become effective on February 1, 2020 and will affect the District's procedures for handling past due water service accounts. The new law is intended to establish uniform requirements for water utilities when discontinuing residential water service for non-payment and to provide additional protections for low income residential customers.

SB 998, which was signed by the Governor on September 28, 2018, requires all utilities that provide drinking water services to have a written policy on the discontinuation of water service available in prescribed languages, be available on its website, and be provided to customers in writing, upon request. SB 998 prohibits utilities from discontinuing residential water service for non-payment until the account has been delinquent for at least 60 days. If a customer is considered low income, an extended payment plan must be offered. SB 998 also requires utilities to contact the customer named on the account no less than seven business days before disconnection. Utilities must also report on its website the number of annual discontinuations of residential service due to the inability to pay. Finally, the new law requires that the District update its current code concerning the discontinuation of water service due to non-payment.

RECOMMENDATION(S):

Pass, approve and adopt proposed Resolution No. 2568, adopting a Policy on the Discontinuation of Residential Water Service for Non-Payment.

RESOLUTION NO. 2568

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE) AS IT RELATES TO A POLICY ON THE DISCONTINUATION OF RESIDENTIAL

WATER SERVICE FOR NON-PAYMENT

(Reference is hereby made to Resolution No. 2568 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:

Adoption of a Policy on the Discontinuation of Residential Water Service for Non-Payment is not expected to have a significant financial impact on the District.

DISCUSSION:

Upon careful review, staff does not believe that SB 998 will have a significant impact on the District's daily business operations or the timeliness of bill payments. Many of the provisions of the new law, which intends to give customers ample notice and options to prevent a shutoff, are already practiced by the District. The new provisions that are not currently practiced by the District are sufficiently narrow that staff does not anticipate major difficulties. The new law sets standards that will be followed by every water utility throughout the State.

The following proposed changes are recommended for the District to be in compliance with the requirements of Senate Bill No. 998:

- Replacing the existing "Reconnection Fee" with a "Disconnection Fee," assessing the fee at the time of the disconnection. This action will eliminate the need for customers to pay a fee that has not been assessed at the time of disconnection but is required to be paid before service will be restored. The new law places a cap on the fee that can be assessed for "reconnection" but not "disconnection".
- Adding a third reminder notification in the form of a phone call seven business days before disconnection. Customers will receive a non-payment reminder notice, phone call, and door tag before services will be disconnected for non-payment.
- Making the policy available for customers on the District's website in the six languages listed in Section 1632 of the California Civil Code and providing information on where the policy can be located during the reminder phone call.
- Allowing alternative payment arrangements (i.e. payment plans) based on certain statutory terms for customers who provide verification of low income status so they may bring their account current.
- Preventing disconnections sooner than 60 days from the due date of the bill.

- Reporting the number of disconnections performed on a yearly basis and listing the information on the District's website.

Failure to adopt a policy and begin implementing the new law by February 2020 could result in substantial fines for the District. Staff has already tested the new procedures with the District's customer billing software system and is prepared to implement the changes, if approved, on or before the February 1, 2020 deadline.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

The referenced code changes will provide customers more time to pay their water bill, additional notification of a pending disconnection to their water service, and a clear understanding of the District's policy on discontinuing water service, which will be in compliance with new State law.

Prepared by: Ursula Bosson, Customer Service Office Supervisor

ATTACHMENTS:

Redlined Version Proposed Reso. No. 2568

Resolution No. 2568

REDLINED VERSION OF PROPOSED RESOLUTION NO. 2568

6-1.103 TERMINATION OF POTABLE WATER SERVICE FOR NON-RESIDENTIAL ACCOUNTS

(a) When a non-residential customer has failed to comply with the rules and regulations governing water service, other than the payment of charges, deposits or penalties, the General Manager, or his designee, shall notify the customer that service will be terminated unless the customer forthwith complies with such rules and regulations or presents an adequate reason for failure to do so.

(1) Such notice shall be in substantially the following form:

PLEASE TAKE NOTICE that your water service will be shut off after five days from the date of this notice unless you (list violation to be cured). Prior to the termination date, if you believe that the termination is not justified, you may present your position, orally or in writing, to the District's General Manager, or his designee, between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday, at the District's headquarters located at 4232 Las Virgenes Road, Calabasas, California. If you request the opportunity to present your position, your request will be reviewed and the District will either cancel or confirm the termination.

(2) Service shall be terminated as specified in the Notice of Termination unless the information presented by the non-residential customer indicates that termination is inappropriate. Service shall not be terminated earlier than five days after the aforementioned Notice of Termination is mailed.

(b) Service may be terminated for nonpayment of a delinquent account only if notice of the delinquency and the impending termination is mailed to the non-residential customer at least 19 days after the bill is rendered and at least 15 days prior to the proposed termination and a reasonable good faith effort is made to contact an adult person residing at the premises by telephone or in person at least 48 hours prior to the termination. ~~The termination notice shall also be sent at least 10 days prior to the termination date to all tenants in a multi-unit location if the owner or manager is the customer of record.~~

(1) The notice of termination shall include the following:

- a. Name and address of delinquent customer
- b. The amount of delinquency.
- c. The date by which payment or arrangement for payment is required to avoid termination.
- d. The procedure for the customer to initiate a complaint or investigate service or charges.
- e. The procedure to request amortization of unpaid charges.

f. The procedure to obtain information on the availability of financial assistance.

g. The telephone number of a District representative who can provide added information.

~~h. In the case of service to a multi-unit residential structure, mobile home park where the owner or manager is the customer of record, the notice to actual users shall also state that the actual users may become customers without payment of the delinquent amount provided the actual users from the meter agree to comply with rules and regulations or one or more actual user is willing and able to assume responsibility for the entire amount or there is a physical means, legally available to selectively terminate service to actual users who have violated this Code.~~

(2) A non-residential customer may initiate a complaint or request an investigation within 5 days of receipt of a disputed bill or request an extension of time to pay a bill within 13 days of mailing of the termination notice. The General Manager, or his designee, shall review the complaint or request and determine whether the customer shall be permitted to amortize the unpaid balance over a reasonable period of time, not to exceed 12 months.

(c) Service shall not be terminated for nonpayment:

(1) During the pendency of an investigation by the General Manager of a non-residential customer dispute or complaint.

(2) When the non-residential customer has been granted an extension;

or

(3) When a licensed physician certifies that termination of service will be life threatening to the customers;

(4) When the non-residential customer is financially unable to pay for service within the normal payment period and the customer is willing to enter into an agreement to amortize payment of the delinquency over a period not to exceed 12 months.

(d) Delinquent charges or penalties for water service accumulated by a tenant in the tenant's name shall be collected from the tenant and not from any subsequent tenant. If a tenant fails to pay such charges or penalties the District may refuse to provide service to a subsequent tenant. The General Manager may require the property owner be the customer on subsequent accounts.

6-1.104 TERMINATION OF SANITATION SERVICE

(a) The General Manager may terminate sanitation service and/or potable water service to a sanitation customer who violates Title 5 provided the procedures set forth in this Chapter are followed with respect to such termination.

(b) The General Manager may disconnect the user or subdivision sewer system from the sewer mains within the District. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection. Such user shall deposit delinquent charges payable to the District, and the estimated cost of reconnection, prior to reconnection to the system. The District shall refund any part of the deposit remaining after payment of the charges and costs of reconnection.

6-1.105 TERMINATION OF RECYCLED WATER SERVICE

(a) Recycled water service may be terminated for failure to follow rules and regulations set forth in this Code and by reason of circumstances beyond the control of the District, and in order to protect facilities of the District, or for the protection of the public health, safety and welfare of the residents and property of the District.

(b) The District may suspend recycled water service if the District's reclamation plant does not produce recycled water meeting the requirements of regulatory agencies, including those prescribed by the Title 22 of the California Code of Regulation. In such case, service will be renewed when recycled water again meets the requirements of regulatory agencies.

6-1.106 RESTORATION OF SERVICE

(a) When sanitation, potable water for non-residential customers, or recycled service is terminated for failure to comply with rules and regulations of this code (other than payment fees and charges) service shall not be restored to the former customer or to the property of the former customer until the assurances satisfactory to the General Manager are provided that compliance with rules and regulations will occur and the District is reimbursed for costs incurred to terminate and restore service.

(b) When sanitation, potable water for non-residential customers, or recycled water service is terminated for failure to pay rates, fees or charges, service shall not be restored to the former customer unless arrearages which resulted in termination and costs incurred to terminate and restore service are paid to the District.

CHAPTER 2 – DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

6-2.101 GENERAL

Notwithstanding any other policy or rule of the District, this Policy on the Discontinuation of Residential Water Service for Non-Payment ("Policy") shall apply to the District's discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule of the District, this Policy shall prevail.

6-2.102 APPLICATION OF POLICY; CONTACT TELEPHONE NUMBER

This Policy shall apply only to residential water service for non-payment and the District's existing policies and procedures shall continue to apply to commercial and industrial water service accounts. The District can be reached at (818) 251-2200 for assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this Policy to avoid discontinuation of service.

6-2.103 DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

(a) Rendering and Payment of Bills. Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the District's rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the District office or to any representative of the District authorized to make collections. However, it is the consumer's responsibility to assure that payments are received at the District office in a timely manner. Partial payments are not authorized unless prior approval has been received from the District. Bills will be computed as follows:

(1) Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

(2) Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

(3) District billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the District shall have the right to refuse any payment of such billings in coin.

(b) Overdue Bills. The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the invoice date:

(1) If less than a minimum bill (i.e., less than the account's monthly meter charge) remains unpaid on any billing, it shall be carried over and added to the next billing period.

(2) Overdue Notice. If payment for a bill rendered is not made on or before the forty-fifth (45th) day following the invoice date a phone call will be made to the water service consumer at least seven (7) business days prior to the possible discontinuation of service date identified in the Overdue Notice. For purposes of this Policy, the term "business days" shall refer to any days on which the District's office is open for business. The Overdue Notice must contain the following information:

a. Consumer's name and address;

b. Amount of delinquency;

c. Date by which payment or arrangement for payment must be made to avoid discontinuation of service;

d. Description of the process to apply for an extension of time to pay the amount owing (see Section 6-2.104, below);

e. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section 6-2.105, below); and,

f. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section 6-2.104, below).

(3) Unable to Contact Customer. If the District is unable to contact the consumer by telephone, the District will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for non-payment, and a copy of this Policy.

(4) Late Charge. A Late Charge, as specified in the District's fees and charges, shall be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the Overdue Notice is generated.

(5) Turn-Off Deadline. Payment for water service charges must be received in the District offices no later than 5:00 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

(6) Notification of Returned Check. Upon receipt of a returned check rendered as remittance of water service or other charges, the District will consider the account not paid. The District will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or, if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60th) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(7) Returned Check Tendered as Payment for Water Service Disconnected for Non-Payment.

a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for non-payment is returned as non-negotiable, the District may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

b. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the District may require the consumer to pay cash or certified funds to have that water service restored.

(c) Conditions Prohibiting Discontinuation. The District shall not discontinue residential water service if all of the following conditions are met:

(1) Health Conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

(2) Financial Inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if

any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see, federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and,

(3) Alternative Payment Arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 6-2.104, below.

(d) Process for Determination of Conditions Prohibiting Discontinuation of Service. The consumer bears the burden of proving compliance with the conditions described in Section 6-2.103 (c), above. To allow the District sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the District with the necessary documentation demonstrating the medical issues under Section 6-2.103 (c)(1), financial inability under Section 6-2.103 (c)(2), and a willingness to enter into any alternative payment arrangement under Section 6-2.103 (c)(3), as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the District's General manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section 6-2.104, below, in which the District will allow the consumer to participate. If the District has requested additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the District's request. Within five (5) calendar days of its receipt of the additional information, the District shall either notify the consumer in writing that the consumer does not meet the conditions of Section 6-2.103 (c) above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section 6-2.104, below, in which the District will allow the consumer to participate. Consumers who fail to meet the conditions described in Section 6-2.103 (c), above, must pay the delinquent amount, including any penalties and other charges, owing to the District within the latter to occur of: (i) two (2) business days after the date of notification from the District of the District's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

(e) Special Rules of Low Income Consumers. Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. (See, federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>.) If a consumer demonstrates either of those circumstances, then the following apply:

(1) Disconnection Fees. If water service has been discontinued and is to be reconnected, then any reconnection fees during the District's normal operating hours cannot exceed \$50, and reconnection fees during non-operational hours cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

(2) Interest Waiver. The District shall not impose any interest charges on delinquent bills.

(f) Landlord-Tenant Scenario. The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

(1) Required Notice.

a. At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see (f)(2), below), without having to pay any of the then-delinquent amounts.

(2) Tenants/Occupants Becoming Customers.

a. The District is not required to make water service available to the tenants/occupants unless each tenant/occupant agrees to

the terms and conditions for water service and meets the District's requirements and rules.

b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.

c. If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.

d. If a tenant/occupant becomes a customer of the District and the tenant's/occupant/s rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the District during the prior payment method.

6-2.104 ALTERNATIVE PAYMENT ARRANGEMENTS

For any consumer who meets the three conditions set forth in Section 6-2.103 (c), above, in accordance with the process set forth in Section 6-2.103 (d), above, the District shall offer the consumer one of the following alternative payment arrangements, to be selected by the District in its discretion: (i) amortization of the unpaid balance under subdivision (a) of this section, below; (ii) alternative payment schedule under subdivision (b) of this section, below; (iii) partial or full reduction of unpaid balance under subdivision (c) of this section, below; or, (iv) temporary deferral of payment under subdivision (d) of this section, below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and District's payment needs.

(a) Amortization. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth under Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, enter into an amortization plan with the District on the following terms:

(1) Term. The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in subdivision (a)(2), below, over a period not to exceed twelve (12) months, as determined by the District's General Manager, or his or her designee; provided, however, that the District's General, or his or her designee, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

(2) Administrative Fee; Interest. For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administrating the plan. At the discretion of the General Manager, or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this subdivision (a).

(3) Compliance with Plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(b) Alternative Payment Schedule. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

(1) Repayment Period. The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in subdivision (b)(2) below, over a period not to exceed twelve (12) months, as determined by the District's General Manager, or his or her designee; provided, however, that the District's General Manager, or his or her designee, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

(2) Administrative Fee; Interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administering the schedule. At the discretion of the General Manager, or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this subdivision (b).

(3) Schedule. After consulting with the consumer and considering the consumer's financial limitations, the District's General Manager, or his or her designee, shall develop an alternative payment schedule to be agreed upon with the consumer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the District's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to subdivision (b)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

(4) Compliance with Plan. The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(c) Reduction of Unpaid Balance. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the District's Board of Directors; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other District customers. The proportion of any reduction shall be determined by the consumer's financial need, the District's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.

(1) Repayment Period. The consumer shall pay the reduced balance by the due date determined by the District's General Manager, or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

(2) Compliance with Reduced Payment Date. The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(d) Temporary Deferral of Payment. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The District shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

(1) Repayment Period. The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the District's General Manager, or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the District's General Manager, or his or her designee, in his or her reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

(2) Compliance with Reduced Payment Date. The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue services.

The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:

(a) Initial Appeal. Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the District. Such request must be made in writing and be delivered to the District's office. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the consumer.

(b) Overdue Notice Appeal. In addition to the appeal rights provided under subdivision (a), above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five (5) business days after the date of the Overdue Notice if the consumer alleges that the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under subdivision (a), above, has been made. Any appeal or request for review under this subdivision must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the District's office within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the consumer.

(c) Appeal Hearing. Following receipt of a request for an appeal or review under subdivision (a) or (b), a hearing date shall be promptly set before the General Manager, or his or her designee, (the "Hearing Officer"). After evaluation of the evidence provided by the consumer and the information on file with the District concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

(1) If water charges are determined to be incorrect, the District will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable disconnection charges.

(2) a. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the consumer will be advised of the right to further appeal before the District's Board of Directors. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered if the appeal or review is an initial appeal under subdivision (a) of this section, above, or within three (3) calendar days if the appeal or review is an Overdue Notice appeal under subdivision (b) of this section, above. The appeal hearing will occur at the next regular meeting of the District's Board of Directors, unless the consumer and District agree to a later date.

b. For an initial appeal under subdivision (a) of this section, above, if the consumer does not timely appeal to the District's Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above, and may proceed in potentially discontinuing service to the consumer's property.

c. For an Overdue Notice appeal under subdivision (b) of this section, above, if the consumer does not timely appeal to the District's Board of Directors, then the water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) the expiration of the original sixty (60) calendar day notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

(3) When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the District at its office. The consumer will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the consumer, as well as the information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.

a. If the Board finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above. Water

service will be restored only after outstanding water charges and any and all applicable disconnection charges are paid in full.

b. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event that charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide the consumer with an Overdue notice in accordance with Section 6-2.103 (c)(2), above, and may proceed in potentially discontinuing water service to the consumer's property.

c. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.

d. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the District or its Board of Directors is pending.

e. The Board's decision is final and binding.

6-2.106 RESTORATION OF WATER SERVICE

To resume or continue water service that has been discontinued by the District due to non-payment, the consumer must pay a security deposit and a Disconnection Fee established by the District, subject to the limitation set forth in in Section 6-2.103 (e)(1), above. The District will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The District shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable Disconnection Fee.

RESOLUTION NO. 2568

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
LAS VIRGENES MUNICIPAL WATER DISTRICT
AMENDING RESOLUTION NO. 2468 (ADMINISTRATIVE CODE)
AS IT RELATES TO A POLICY ON THE DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NON-PAYMENT**

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

1. Purpose.

Pursuant to Health and Safety Code sections 116900, *et seq.*, this resolution amends Resolution No. 2468 (Administrative Code) regarding discontinuation of residential water service for non-payment, and adopts the addition of Las Virgenes Municipal Water District Code Title 6, Chapter 2, Sections 6-2.101 through 6-2.106. This resolution consolidates sections of the Las Virgenes Municipal Water District Code (Administrative Code) pertaining to termination of potable water service for nonpayment or delinquent accounts by adopting a section of the Administrative Code setting forth the process and procedures for the discontinuation of residential water service for non-payment. This resolution amends existing sections of the Administrative Code so that the provisions related to termination of residential water service for nonpayment are set forth in Title 6, Chapter 2, Sections 6-2.101 through 6-2.106, of the Administrative Code.

2. Effective Date.

All new processes and procedures related to the discontinuation of residential water service for nonpayment adopted by this resolution are effective February 1, 2020.

3. Amendment.

Sections 6-1.103 through 6-1.106 of Resolution No. 2468 are amended and reenacted to read as follows:

“6-1.103 TERMINATION OF POTABLE WATER SERVICE FOR NON-RESIDENTIAL ACCOUNTS

(a) When a non-residential customer has failed to comply with the rules and regulations governing water service, other than the payment of charges, deposits or penalties, the General Manager, or his designee, shall notify the customer that service will be terminated unless the customer forthwith complies with such rules and regulations or presents an adequate reason for failure to do so.

(1) Such notice shall be in substantially the following form:

PLEASE TAKE NOTICE that your water service will be shut off after five days from the date of this notice unless you (list violation to be cured). Prior to the termination date, if you believe that the termination is not justified, you may present your position, orally or in writing, to the

District's General Manager, or his designee, between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday, at the District's headquarters located at 4232 Las Virgenes Road, Calabasas, California. If you request the opportunity to present your position, your request will be reviewed and the District will either cancel or confirm the termination.

(2) Service shall be terminated as specified in the Notice of Termination unless the information presented by the non-residential customer indicates that termination is inappropriate. Service shall not be terminated earlier than five days after the aforementioned Notice of Termination is mailed.

(b) Service may be terminated for nonpayment of a delinquent account only if notice of the delinquency and the impending termination is mailed to the non-residential customer at least 19 days after the bill is rendered and at least 15 days prior to the proposed termination and a reasonable good faith effort is made to contact an adult person residing at the premises by telephone or in person at least 48 hours prior to the termination.

(1) The notice of termination shall include the following:

- a. Name and address of delinquent customer
- b. The amount of delinquency.
- c. The date by which payment or arrangement for payment is required to avoid termination.
- d. The procedure for the customer to initiate a complaint or investigate service or charges.
- e. The procedure to request amortization of unpaid charges.
- f. The procedure to obtain information on the availability of financial assistance.
- g. The telephone number of a District representative who can provide added information.

(2) A non-residential customer may initiate a complaint or request an investigation within 5 days of receipt of a disputed bill or request an extension of time to pay a bill within 13 days of mailing of the termination notice. The General Manager, or his designee, shall review the complaint or request and determine whether the customer shall be permitted to amortize the unpaid balance over a reasonable period of time, not to exceed 12 months.

(c) Service shall not be terminated for nonpayment:

(1) During the pendency of an investigation by the General Manager of a non-residential customer dispute or complaint.

(2) When the non-residential customer has been granted an extension; or

(3) When a licensed physician certifies that termination of service will be life threatening to the customers;

(4) When the non-residential customer is financially unable to pay for service within the normal payment period and the customer is

willing to enter into an agreement to amortize payment of the delinquency over a period not to exceed 12 months.

(d) Delinquent charges or penalties for water service accumulated by a tenant in the tenant's name shall be collected from the tenant and not from any subsequent tenant. If a tenant fails to pay such charges or penalties the District may refuse to provide service to a subsequent tenant. The General Manager may require the property owner be the customer on subsequent accounts.

6-1.104 TERMINATION OF SANITATION SERVICE

(a) The General Manager may terminate sanitation service and/or potable water service to a sanitation customer who violates Title 5 provided the procedures set forth in this Chapter are followed with respect to such termination.

(b) The General Manager may disconnect the user or subdivision sewer system from the sewer mains within the District. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection. Such user shall deposit delinquent charges payable to the District, and the estimated cost of reconnection, prior to reconnection to the system. The District shall refund any part of the deposit remaining after payment of the charges and costs of reconnection.

6-1.105 TERMINATION OF RECYCLED WATER SERVICE

(a) Recycled water service may be terminated for failure to follow rules and regulations set forth in this Code and by reason of circumstances beyond the control of the District, and in order to protect facilities of the District, or for the protection of the public health, safety and welfare of the residents and property of the District.

(b) The District may suspend recycled water service if the District's reclamation plant does not produce recycled water meeting the requirements of regulatory agencies, including those prescribed by the Title 22 of the California Code of Regulation. In such case, service will be renewed when recycled water again meets the requirements of regulatory agencies.

6-1.106 RESTORATION OF SERVICE

(a) When sanitation, potable water for non-residential customers, or recycled service is terminated for failure to comply with rules and regulations of this code (other than payment fees and charges) service shall not be restored to the former customer or to the property of the former customer until the assurances satisfactory to the General Manager

are provided that compliance with rules and regulations will occur and the District is reimbursed for costs incurred to terminate and restore service.

(b) When sanitation, potable water for non-residential customers, or recycled water service is terminated for failure to pay rates, fees or charges, service shall not be restored to the former customer unless arrearages which resulted in termination and costs incurred to terminate and restore service are paid to the District.”

4. Adoption.

Las Virgenes Municipal Water District Code Title 6, Chapter 2, Sections 6-2.101 through 6-2.106, are hereby added and adopted to read as follows:

CHAPTER 2 – DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

6-2.101 GENERAL

Notwithstanding any other policy or rule of the District, this Policy on the Discontinuation of Residential Water Service for Non-Payment (“Policy”) shall apply to the District’s discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule of the District, this Policy shall prevail.

6-2.102 APPLICATION OF POLICY; CONTACT TELEPHONE NUMBER

This Policy shall apply only to residential water service for non-payment and the District’s existing policies and procedures shall continue to apply to commercial and industrial water service accounts. The District can be reached at (818) 251-2200 for assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this Policy to avoid discontinuation of service.

6-2.103 DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

(a) Rendering and Payment of Bills. Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the District’s rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the District office or to any representative of the District authorized to make collections. However, it is the consumer’s responsibility to assure that payments are received at the District office in a timely manner. Partial payments are not authorized unless prior

approval has been received from the District. Bills will be computed as follows:

(1) Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

(2) Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.

(3) District billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the District shall have the right to refuse any payment of such billings in coin.

(b) Overdue Bills. The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the invoice date:

(1) If less than a minimum bill (i.e., less than the account's monthly meter charge) remains unpaid on any billing, it shall be carried over and added to the next billing period.

(2) Overdue Notice. If payment for a bill rendered is not made on or before the forty-fifth (45th) day following the invoice date a phone call will be made to the water service consumer at least seven (7) business days prior to the possible discontinuation of service date identified in the Overdue Notice. For purposes of this Policy, the term "business days" shall refer to any days on which the District's office is open for business. The Overdue Notice must contain the following information:

- a. Consumer's name and address;
- b. Amount of delinquency;
- c. Date by which payment or arrangement for payment must be made to avoid discontinuation of service;
- d. Description of the process to apply for an extension of time to pay the amount owing (see Section 6-2.104, below);
- e. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section 6-2.105, below); and,
- f. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section 6-2.104, below).

(3) Unable to Contact Customer. If the District is unable to contact the consumer by telephone, the District will make a good faith effort to visit the residence and leave, or make other arrangements to

place in a conspicuous location, a notice of imminent discontinuation of water service for non-payment, and a copy of this Policy.

(4) Late Charge. A Late Charge, as specified in the District's fees and charges, shall be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the Overdue Notice is generated.

(5) Turn-Off Deadline. Payment for water service charges must be received in the District offices no later than 5:00 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

(6) Notification of Returned Check. Upon receipt of a returned check rendered as remittance of water service or other charges, the District will consider the account not paid. The District will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or, if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60th) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(7) Returned Check Tendered as Payment for Water Service Disconnected for Non-Payment.

a. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for non-payment is returned as non-negotiable, the District may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

b. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the District may require the consumer to pay cash or certified funds to have that water service restored.

(c) Conditions Prohibiting Discontinuation. The District shall not discontinue residential water service if all of the following conditions are met:

(1) Health Conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

(2) Financial Inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see, federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and,

(3) Alternative Payment Arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 6-2.104, below.

(d) Process for Determination of Conditions Prohibiting Discontinuation of Service. The consumer bears the burden of proving compliance with the conditions described in Section 6-2.103 (c), above. To allow the District sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the District with the necessary documentation demonstrating the medical issues under Section 6-2.103 (c)(1), financial inability under Section 6-2.103 (c)(2), and a willingness to enter into any alternative payment arrangement under Section 6-2.103 (c)(3), as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the District's General manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section 6-2.104, below, in which the District will allow the consumer to participate. If the District has requested additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the District's request. Within five (5) calendar days of its receipt of the additional information, the District shall either notify the consumer in writing that the consumer does not meet the conditions of Section 6-2.103 (c) above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section 6-2.104, below, in which the District will allow the consumer to participate. Consumers who fail to

meet the conditions described in Section 6-2.103 (c), above, must pay the delinquent amount, including any penalties and other charges, owing to the District within the latter to occur of: (i) two (2) business days after the date of notification from the District of the District's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

(e) Special Rules of Low Income Consumers. Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. (See, federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>.) If a consumer demonstrates either of those circumstances, then the following apply:

(1) Disconnection Fees. If water service has been discontinued and is to be reconnected, then any reconnection fees during the District's normal operating hours cannot exceed \$50, and reconnection fees during non-operational hours cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

(2) Interest Waiver. The District shall not impose any interest charges on delinquent bills.

(f) Landlord-Tenant Scenario. The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

(1) Required Notice.

a. At least ten (10) calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven (7) calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom

the service will be billed (see (f)(2), below), without having to pay any of the then-delinquent amounts.

(2) Tenants/Occupants Becoming Customers.

a. The District is not required to make water service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for water service and meets the District's requirements and rules.

b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District may make service available only to those tenants/occupants who have met the requirements.

c. If prior service for a particular length of time is a condition to establish credit with the District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.

d. If a tenant/occupant becomes a customer of the District and the tenant's/occupant/s rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the District during the prior payment method.

6-2.104 ALTERNATIVE PAYMENT ARRANGEMENTS

For any consumer who meets the three conditions set forth in Section 6-2.103 (c), above, in accordance with the process set forth in Section 6-2.103 (d), above, the District shall offer the consumer one of the following alternative payment arrangements, to be selected by the District in its discretion: (i) amortization of the unpaid balance under subdivision (a) of this section, below; (ii) alternative payment schedule under subdivision (b) of this section, below; (iii) partial or full reduction of unpaid balance under subdivision (c) of this section, below; or, (iv) temporary deferral of payment under subdivision (d) of this section, below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and District's payment needs.

(a) Amortization. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth under Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, enter into an amortization plan with the District on the following terms:

(1) Term. The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in subdivision (a)(2), below, over a period not to exceed twelve (12) months, as determined by the District's General Manager, or his or her designee; provided, however, that the District's General, or his or her designee, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

(2) Administrative Fee; Interest. For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administering the plan. At the discretion of the General Manager, or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this subdivision (a).

(3) Compliance with Plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(b) Alternative Payment Schedule. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

(1) Repayment Period. The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in subdivision

(b)(2) below, over a period not to exceed twelve (12) months, as determined by the District's General Manager, or his or her designee; provided, however, that the District's General Manager, or his or her designee, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

(2) Administrative Fee; Interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the District from time to time, representing the cost to the District of initiating and administering the schedule. At the discretion of the General Manager, or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this subdivision (b).

(3) Schedule. After consulting with the consumer and considering the consumer's financial limitations, the District's General Manager, or his or her designee, shall develop an alternative payment schedule to be agreed upon with the consumer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the District's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to subdivision (b)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

(4) Compliance with Plan. The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(c) Reduction of Unpaid Balance. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the District's Board of Directors; provided that any such reduction shall be

funded from a source that does not result in additional charges being imposed on other District customers. The proportion of any reduction shall be determined by the consumer's financial need, the District's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.

(1) Repayment Period. The consumer shall pay the reduced balance by the due date determined by the District's General Manager, or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

(2) Compliance with Reduced Payment Date. The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue service.

(d) Temporary Deferral of Payment. Any consumer who is unable to pay for water service within the District's normal payment period and meets the three conditions set forth in Section 6-2.103 (c), above, as the District shall confirm, may, if the District has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The District shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

(1) Repayment Period. The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the District's General Manager, or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the District's General Manager, or his or her designee, in his or her reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

(2) Compliance with Reduced Payment Date. The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the

consumer's property at least five (5) business days after the District posts at the consumer's residence a final notice of its intent to discontinue services.

6-2.105 APPEALS

The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:

(a) Initial Appeal. Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the District. Such request must be made in writing and be delivered to the District's office. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the consumer.

(b) Overdue Notice Appeal. In addition to the appeal rights provided under subdivision (a), above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five (5) business days after the date of the Overdue Notice if the consumer alleges that the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under subdivision (a), above, has been made. Any appeal or request for review under this subdivision must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the District's office within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue water service to the consumer.

(c) Appeal Hearing. Following receipt of a request for an appeal or review under subdivision (a) or (b), a hearing date shall be promptly set before the General Manager, or his or her designee, (the "Hearing Officer"). After evaluation of the evidence provided by the consumer and the information on file with the District concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

(1) If water charges are determined to be incorrect, the District will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty

(60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable disconnection charges.

(2) a. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the consumer will be advised of the right to further appeal before the District's Board of Directors. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered if the appeal or review is an initial appeal under subdivision (a) of this section, above, or within three (3) calendar days if the appeal or review is an Overdue Notice appeal under subdivision (b) of this section, above. The appeal hearing will occur at the next regular meeting of the District's Board of Directors, unless the consumer and District agree to a later date.

b. For an initial appeal under subdivision (a) of this section, above, if the consumer does not timely appeal to the District's Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above, and may proceed in potentially discontinuing service to the consumer's property.

c. For an Overdue Notice appeal under subdivision (b) of this section, above, if the consumer does not timely appeal to the District's Board of Directors, then the water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) the expiration of the original sixty (60) calendar day notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

(3) When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the District at its office. The consumer will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the consumer, as well as the information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.

a. If the Board finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the

revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice in accordance with Section 6-2.103 (b)(2), above. Water service will be restored only after outstanding water charges and any and all applicable disconnection charges are paid in full.

b. If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event that charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide the consumer with an Overdue notice in accordance with Section 6-2.103 (c)(2), above, and may proceed in potentially discontinuing water service to the consumer's property.

c. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.

d. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the District or its Board of Directors is pending.

e. The Board's decision is final and binding.

6-2.106 RESTORATION OF WATER SERVICE

To resume or continue water service that has been discontinued by the District due to non-payment, the consumer must pay a security deposit and a Disconnection Fee established by the District, subject to the limitation set forth in in Section 6-2.103 (e)(1), above. The District will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The District shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable Disconnection Fee.

5. Other.

This Policy on the Discontinuation of Residential Water Service for Non-Payment shall be publicly available upon request to the Clerk of the Board, and shall be posted on the District's website.

6. Other.

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

PASSED, APPROVED AND ADOPTED on _____, 2020.

President

ATTEST:

Secretary

(SEAL)

Approved as to Form:

District Counsel



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

Subject : Saddle Peak and Cordillera Tank Rehabilitation Project: Reject Bid

The Las Virgenes-Triunfo Joint Powers Authority (JPA) approved funding for the Cordillera Tank Rehabilitation Project in the adopted Fiscal Year 2019-20 JPA Budget. This recommendation is before the LVMWD Board for action, as Administering Agent of the JPA, as authorized by the JPA Agreement.

SUMMARY:

On November 19, 2019, the Board authorized a Call for Bids for the Saddle Peak and Cordillera Tank Rehabilitation Project. The scope of work for the renovation of both tanks consists primarily of recoating the interior and exterior of the tanks and updating or replacing deteriorated equipment used to operate the tanks.

The only bid received was significantly higher than the Engineer's Estimate of \$1,205,500, which included both tanks. Due to seasonal constraints associated with taking a water tank out of service, there is not sufficient time to immediately go back out to bid and complete construction before the tanks are needed for service to meet summertime water demands and ensure adequate storage during the fire season.

RECOMMENDATION(S):

Reject the bid from Spiess Construction Company, Inc., for construction of the Saddle Peak and Cordillera Tank Rehabilitation Project.

FISCAL IMPACT:

No

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

There is no financial impact associated with the rejection of the bid.

The budget for the Saddle Peak and Cordillera Tank Rehabilitation Project will roll over to Fiscal Year 2020-21. If necessary, additional appropriations will be submitted for adoption in the Fiscal Year 2020-21 Budget.

DISCUSSION:

On November 19, 2019, the Board authorized a Call for Bids for the Saddle Peak and Cordillera Tank Rehabilitation Project. The scope of work for the renovation of both tanks consists of recoating the interior and exterior of the tanks and updating or replacing deteriorated equipment used to operate the tanks.

This project is part of a tank coating master plan, which was developed as an asset management tool to plan, budget and prioritize rehabilitation of District and JPA water tanks in order of priority based on several factors.

Staff held a mandatory pre-bid job walk on December 5, 2019, which was attended by five contractors and several other industry professionals. One bid was received from Spiess Construction Company, Inc. (Spiess CCI), which was nearly twice the Engineer’s Estimate. Upon reviewing the submitted bid and following up with contractors who attended the pre-bid job walk, staff determined that the bid does not meet the requirements of a competitive bid process.

The Engineer’s Estimate for construction was \$1,205,500. Below is a summary of the bid results:

Bidder	Bid Total	Percentage Above Estimate
Spiess CCI	\$2,389,200	198.2%

Following is a summary of the key factors, together with proposed resolutions, that contributed to the receipt of only a single bid for the project.

	Key Factors	Proposed Resolution
1	Competitive Market: Contractors stated being too busy to bid on this project. The speculation is that other water agencies may be putting their tank projects out for bids for wintertime construction as LVMWD had intended to do. There are many seasonal considerations when taking a tank offline.	Begin the bidding process during the summer months to garner more contractor interest and encourage more bids.
2	Coating specification listed one manufacturer or “pre-approved equal”, which could have limited the competitive platform, increasing the price for the product.	Find an equivalent product and list more than one manufacturer to promote competitive pricing.

3	There was a very tight timeline for when the project was to be completed. This may have been logistically problematic and an additional risk for contractors, due to having two tanks to complete in that timeframe.	Award a construction contract in the late summer/early fall allowing more time to complete the project during the winter of 2020/2021.
4	The Engineer's Estimate was considerably lower than the bid.	Determine why the estimate was so much lower than the bid and adjust accordingly.

Due to the seasonal constraints associated with taking a tank offline, staff has concluded that there is not enough time to immediately go back out to bid and complete construction. The project was previously set to be completed by May 1, 2020, so that the tanks could be placed back into service to meet summertime water demands. The current plan is to re-issue a Call for Bids in August 2020.

The proposed schedule for re-bid of the project is as follows:

First Advertisement	August 6
Second Advertisement	August 13
Pre-Bid Meeting	August 20
2 nd Pre-Bid Meeting (If needed)	September 10
Bid Deadline/Bid Opening	September 23
Award of Contract	November 2

GOALS:

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

Prepared by: Veronica Hurtado, Assistant Engineer



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject : Sewer Service Capacity Fee for 28254 Laura La Plante Drive

SUMMARY:

On December 17, 2019, Ms. Shahin Benyamin addressed the Board during the public comment period to request relief from payment of the current sewer capacity fee to serve her property at 28254 Laura La Plante Drive in the City of Agoura Hills (see attached location map). Ms. Benyamin paid a sewer capacity fee of \$8,510.50 on August 14, 2017; however, she never completed the connection to commence service with the District. Pursuant to Section 5-2.211 of the Las Virgenes Municipal Water District Code, customers must pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid.

The current sewer capacity fee for services commencing after July 1, 2019 is \$12,645. As a result, Mr. Benyamin is required to pay \$4,134.50 (\$12,645 less \$8,510.50) to initiate sewer service with the District. Ms. Benyamin requests that the Board accept her August 14, 2017 payment, in the amount of \$8,510.50, as payment in full for the sewer capacity fee with a current commencement of service date. Staff recommends that the Board deny the request.

RECOMMENDATION(S):

Deny the request to accept an August 14, 2017 deposit, in the amount of \$8,510.50, as payment in full for the sewer capacity fee with a current commencement of service date for the property at 28254 Laura La Plante Drive.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with denying the request.

DISCUSSION:

Prior to the new water and sewer service capacity fees change on July 1, 2017, staff informed all customers who came to the public counter of the impending fee increases and the effective date of the new fees, as part of a larger public outreach program. On May 18, 2017, Ms. Benjamin paid \$13,763 at the District's public counter for the potable water capacity fee and installation charge for a one-inch meter to serve her property at 28254 Laura La Plante Drive. Ms. Benjamin had been informed by staff of the scheduled increase in fees, effective July 1, 2017, and opted to make the payment to take advantage of the then-applicable lower fees.

Ms. Benjamin returned to the public counter on July 5, 2017, to pay the sewer capacity fee for the property. She was informed that the new fees had become effective on July 1, 2017 and were now applicable to her property. Ms. Benjamin insisted that the previous, lower sewer service capacity fee should be applied to her property. On July 11, 2017 and August 8, 2017, she attended the Board meetings to request an exception for her property by applying the previous, lower sewer service capacity fee.

After a lengthy discussion by the Board, a motion was passed on a 3-2 vote to excuse the customer's inadvertent failure to pay the full range of fees prior to the cutoff date and accept payment for the sewer capacity fee including 50% of the increase that became effective on July 1, 2017. Attached for reference is a copy of the minutes for the Board meeting on August 8, 2017 (see Item No. 8A). Subsequently on August 14, 2017, Ms. Benjamin paid the sewer capacity fee in the amount of \$8,510.50. However, Ms. Benjamin never completed the connection to the District's sewer system nor commenced service with the District.

Section 5-2.211 of the Las Virgenes Municipal Water District Code (see attached excerpt) provides that customers must pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid. At this time, Ms. Benjamin seeks to commence sewer service with the District but does not want to pay the difference between the current sewer capacity fees and the amount she previously paid on August 14, 2017. Staff recommends that the Board deny Ms. Benjamin's request as it is inconsistent with the provisions of the Las Virgenes Municipal Water District Code and relief had already been granted to the subject customer.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

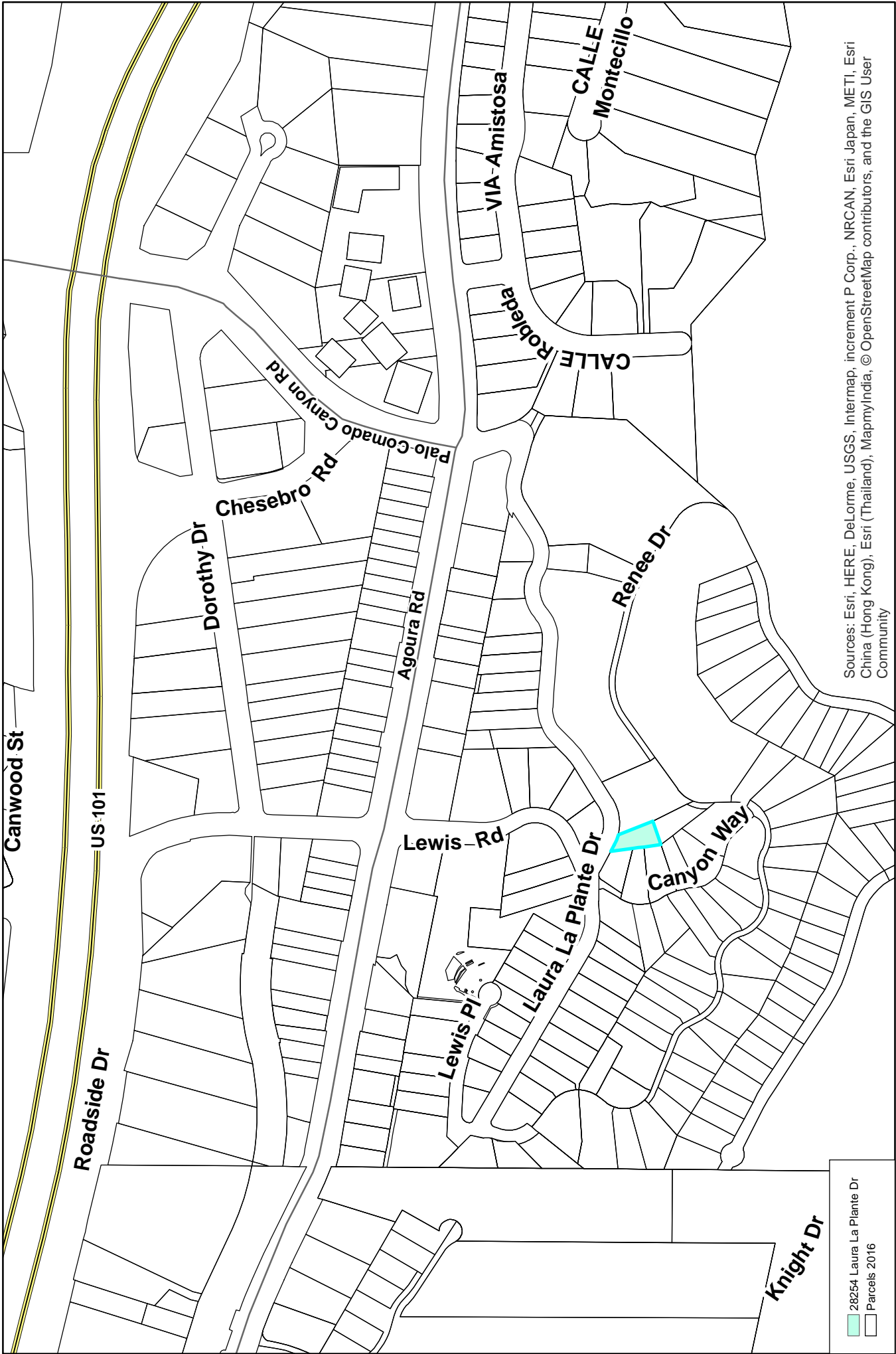
Prepared by: David W. Pedersen, General Manager

ATTACHMENTS:

Location Map

Minutes of August 8, 2017 Board Meeting

Excerpt from Las Virgenes Municipal Water District Code



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

28254 Laura La Plante Dr
APN: 2061-017-007



Las Virgenes Municipal Water District is not responsible for the accuracy of this presentation. This presentation is for illustrative purposes only. Verify the physical location of all property lines, water lines and ancillary information prior to use.



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

MINUTES
REGULAR MEETING

5:00 PM

August 8, 2017

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Logan Kiblinger.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at **5:00 p.m.** by Board President Peterson 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, Len Polan, Glen Peterson, and Lee Renger.

Absent: None

Staff Present: David Pedersen, General Manager
David Lippman, Director of Facilities and Operations
Don Patterson, Director of Finance and Administration
Carlos Reyes, Director of Resource Conservation and Public Outreach
Josie Guzman, Clerk of the Board
Keith Lemieux, District Counsel

2. APPROVAL OF AGENDA

General Manager David Pedersen stated that an item requiring immediate action came to the attention of the District subsequent to the agenda being posted, and he asked the Board to add an item to the agenda to declare an emergency due to a 16-inch water main break at Parkway Calabasas north of Park Entrada. He also asked that Item 8A be moved to follow Item 5A.

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

3. PUBLIC COMMENTS

General Manager David Pedersen introduced Logan Kiblinger, who was hired by the District as a Water Worker I. Mr. Kiblinger stated that he was happy to be working for the District.

General Manager David Pedersen introduced Diana Flores, who was hired by the District as a Laboratory Assistant. Ms. Flores stated that she was happy to be working for the District.

4. CONSENT CALENDAR

A List of Demands: August 8, 2017: Ratify

B Minutes: Regular Meeting of July 25, 2017: Approve

C Directors' Per Diem – July 2017: Ratify

Director Polan moved to approve the Consent Calendar. Motion seconded by Director Caspary. Motion carried unanimously.

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A California WaterFix Infrastructure: Presentation by John Bednarski, Metropolitan Water District of Southern California

John Bednarski, representing Metropolitan Water District of Southern California (MWD), provided a detailed PowerPoint presentation entitled "Modernizing the System, California WaterFix Infrastructure." He responded to questions regarding proximity to earthquake faults; plans to reduce seismic risk; long-term effects on California water from the original peripheral canal; working through political issues; construction cost estimate; water quality and salinity management from the Delta; and MWD's three White Papers on the California WaterFix.

8. FACILITIES AND OPERATIONS

A Sewer Service Capacity Fee for 28254 Laura La Plante Drive

Deny the request to apply the previous, lower sewer service capacity fee to the property at 28254 Laura La Plante Drive.

General Manager David Pedersen presented the report.

Shahin Benyamin, property owner, stated that District staff failed to explain to her that payment of separate sewer connection fees were required when she paid the water connection fees in May 2017. She requested the Board allow her to pay the sewer connection fees that were in effect prior to July 1, 2017.

Director Caspary stated that professional developers are aware of the payment of fees to connect water and sewer services; however, he believed the property owner is not a professional developer and thus he would propose a motion.

Director Caspary moved that due to the extra five days after the new code was adopted that the District split the difference and charge half the increased cost of the sewer connection fee. Motion seconded by Director Polan.

Director Renger moved a substitute motion to ignore the increased fee to the property owner and charge the fee that was in effect prior to July 1, 2017. Motion died for lack of a second.

A discussion ensued regarding concerns with setting a precedent and with distinguishing between professional developers versus non-professional developers.

Director Caspary stated that the request from the customer to pay the fee was made five days after the new rates became effective, and the distinguishing and unique events were the prepayment of the water service deposit in full. He also stated that his motion was to recognize both of these factors and to request the board approve a 50 reduction in the sewer connection fee.

Keith Lemieux, District Counsel, suggested that the motion would be that the Board would excuse the customer's inadvertent failure to pay the full range of fees prior to the cutoff to the extent of 50 percent of the fee that the customer failed to pay. Director Caspary agreed with clarification of his motion.

Keith Lemieux, District Counsel, – if the board is inclined to waive half of the increased fee, he has a concern from a due process standpoint and an equal protection process in that all similarly customers should be treated equally. It would be useful to identify what makes this situation unique. He understands that Caspary is making a distinction between a layman and a professional builder, but he also understands that there is a situation where there is a relatively short amount of time that had gone by, there was some effort to waive some fees before the cut off that there is a claim that insufficient information was given, he thinks it is important that the motion contain whatever those details are so that it is clear what the basis is.

Caspary – thinks that granting a grace period for 50 percent of the increase would be his criteria.

Lewitt – but anytime they have a new increase won't they also have to include a grace period for half for a week?

Lemieux – what he was thinking in this particular case there was discussion about

conversations that took place at the counter, the fact that there was a water fee that was waived so perhaps there was an incomplete transaction that might make this a unique circumstance. If the board is included to grant the waiver or the discount he suggests the board make it on those specific facts and not on anything else.

Polan – he senses that this is a one-time only.

Renger – his view is that there was a failure to communicate. Feels if she had understood there was a hard deadline or an additional amount due she would have taken care of it.

Lewitt – does staff feel she was not informed of increased charges.

Pedersen – feels she was informed clearly of the fee increase. Feels there was miscommunication and misunderstanding as to what is required to provide the suite of utility services to improve her property. She might have believed that in paying the water connection fee that she was getting the entire suite of services. With a professional developer they are aware of the entire suite of services for water and sewer and that there was fees for both of these. He believes that Ms. Benjamin is saying that she was not aware that there were fees for both of these utilities and he believes she feels staff should have informed her. One of the challenges that staff has is that they do not always know if a customer is seeking service because we have customers who have septic systems. If the board is looking at a way to distinguish this from cases is that in this case the customer did pay one of the connection fees and perhaps the board could use this as the rationale that when one of the connection fees has been paid it indicates an intention to pay.

Caspary – in advanced of the deadline, to take advantage of the previous fees in advance of the deadline. In this case, due to difficulty in communication that was not done. So his motion will recognize the intent to pay. The fact that water connection fee was paid for prior to the rate increase becoming effective. In this case, due to communication difficulties the sewer connection fee was not paid until five days after the new rate became effective.

Pedersen – the fee has not yet been paid.

Caspary – the request to pay the fee was made five days after the new rates became effective so the distinguishing and unique events are the prepayment of the water service deposit in full and the request that occurred five days after the new sewer connection fee was effective. In this case his motion is to recognize both of these factors and to request the board approve a 50%.

Lemieux – that the board will excuse the customer's inadvertent failure to pay the full range of fees prior to the cutoff to the extent of 50% of the fee that the customer failed to pay. Caspary agreed with this proposed change to the motion.

Peterson – feels this is setting a precedent the board does not want to start. People building a home need to know that they will need a sewer or some type of sanitation service. He believes that she was aware that the rates increased for both.

Motion carried by the following vote:

AYES: Caspary, Polan, Renger

NOES: Lewitt, Peterson

ABSTAIN: None

ABSENT: None

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS (continued)

B Legislative and Regulatory Updates

No additional update was provided.

C Water Supply Conditions Update

No additional update was provided.

6. TREASURER

Director Renger stated that the Treasurer's report was in order. He asked staff to clarify a payment made to the Franchise Tax Board. Don Patterson, Director of Finance and Administration, noted that quarterly payments to the Franchise Tax Board include sales tax paid by the District.

7. BOARD OF DIRECTORS

A ACWA Committee Appointment nominations for 2018-19 Term

Select candidates for ACWA committee appointment or re-appointment consideration, and authorize the General Manager to sign and return the completed Committee Consideration Form to ACWA no later than September 29, 2017.

General Manager David Pedersen presented the report.

A discussion ensued regarding desired appointment and reappointments.

Director Polan moved to approve Item 7A as follows: Director Caspary appointed to the State Legislative Committee; Director Renger appointed to the Energy Committee; Director Polan reappointed to the Water Management Committee; Director Lewitt reappointed to the Federal Affairs Committee; and Director of Facilities and Operations David Lippman reappointed to the Energy Committee. Motion seconded by Director Lewitt. Motion carried unanimously.

B 16-Inch Water Main Break at Parkway Calabasas North of Park Entrada: Emergency Declaration

Pass, approve and adopt proposed Resolution No. 2525, declaring an emergency due to a 16-inch water main break at Parkway Calabasas north of park Entrada.

RESOLUTION NO. 2525

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT FINDING THAT AN EMERGENCY WILL NOT PERMIT A DELAY

RESULTING FROM COMPETITIVE SOLICITATION FOR REPAIR OF A 16-INCH WATER MAIN BREAK AT PARKWAY CALABASAS NORTH OF PARK ENTRADA

(Reference is hereby made to Resolution No. 2525 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 Polan moved to approve Item 7B. Motion seconded by Director Lewitt.

David Lippman, Director of Facilities and Operations, responded to a question regarding evaluation of the condition of the remaining pipe by stating that the section of damaged pipe appeared to be an isolated incident as it appeared the pipe was damaged when originally installed.

Motion carried unanimously.

9. FINANCE AND ADMINISTRATION

A Claim from Greg and Jennifer Dato

Deny the claim from Greg and Jennifer Dato.

Director Renger moved to deny the claim from Greg and Jennifer Dato. Motion seconded by Director Polan. Motion carried unanimously.

Director Lewitt departed from the meeting at 6:24 p.m.

10. INFORMATION ITEMS

A Claim from Steven Baio

B Public Opinion Survey on California WaterFix

11. NON-ACTION ITEMS

A Organization Reports

- (1) MWD Representative Report

Board President Peterson reported that the MWD Board of Directors would meet the following week. He noted that Tim Quinn, Executive Director of the Association of California Water Agencies (ACWA), was taking a temporary medical leave of absence and Robert Kelly would be serving as the Acting Executive Director.

- (2) Other

Director Caspary reported that the Santa Monica Bay Restoration Commission would meet on August 17, 2017.

B Director's Reports on Outside Meetings

None.

C General Manager Reports

- (1) General Business

None.

- (2) Follow-Up Items

None.

D Directors' Comments

None.

12. FUTURE AGENDA ITEMS

None.

13. PUBLIC COMMENTS

None.

14. CLOSED SESSION

The Board recessed to Closed Session at **6:25 p.m.** to discuss the following item:

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

Las Virgenes Municipal Water District v. The Harp, LLC, dba NuLife Treatment Centers

15. OPEN SESSION AND ADJOURNMENT

The Board reconvened to Open Session at **6:35p.m.**

Keith Lemieux, District Counsel, announced that during the Closed Session the Board directed retaining Olivarez Madruga Lemieux O'Neill to file a complaint to recover the costs associated with the breach of contract with The Harp, LLC, dba NuLife Treatment Centers.

Seeing no further business to come before the Board, the meeting was duly adjourned at **6:36 p.m.**

(b) Upon discovery of an unauthorized sewer connection by the District, the property owner shall pay a sewage connection fee at the rate existing as of the date of the connection. Unless the property owner presents clear and convincing evidence as to the date of the unauthorized connection, it shall be presumed that the connection was made as of the date of discovery.

(c) From time to time, interim agreements are entered into between the City of Los Angeles and the District to provide for sewage disposal from certain areas within Sanitation Improvement Districts U-3 and B. The District cannot approve sewer plans for property within Sanitation Improvements Districts U-3 or B until an outlet is assured. The applicant shall obtain the consent of the City of Los Angeles for a District outlet and when such assurances have been obtained, the applicant shall pay the connection charge to the District for each sewerage unit sought to be connected.

5-2.211 CONNECTION FEES: CHANGES IN AMOUNT^{6,7}

Sewer connection fees may be changed at any time in accordance with this Code and state law. An applicant shall pay the connection fees existent when service commences regardless of when the connection fees are deposited or paid, except those connection fees paid after June 22, 1978 and before March 26, 1990. As used herein, "service commences" for a new or additional ERU when the applicant's property can be connected to the trunk or collector sewer and monthly sewage service charges are paid. Notwithstanding the "service commencement" provisions of this section, customers who made a pre-paid deposit for service prior to June 30, 2017 will have until June 30, 2018 to commence service and pay the connection fee in effect as of June 30, 2017." Notwithstanding the "service commencement" provisions of this section, existing water only customers who made a pre-paid deposit for service prior to June 30, 2018 will have until June 30, 2018 to commence service and pay the connection fee in effect as of June 30, 2017.

⁶ Section 5-2.211 amended by Reso No. 2522 on June 27, 2017

⁷ Section 5-2.211 amended by Reso No. 2529 on November 14, 2017



January 7, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject : Redemption of Series 2009 Sanitation Refunding Revenue Bonds

SUMMARY:

On November 5, 2019, the Board adopted Resolution No. 2565, authorizing the redemption of the 2009 Sanitation Refunding Revenue Bond. Staff took the actions necessary to accomplish redemption of the bonds including transferring moneys and District debt service funds to the trustee for the Calleguas-Las Virgenes Public Financing Authority 2009 Sanitation System Refunding Bonds to be used to pay in full the outstanding bonds. Attached for reference is the Notice of Full Redemption on December 13, 2019, provided by The Bank of New York Mellon Trust Company, N.A., the trustee agent for the bonds.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

No

FINANCIAL IMPACT:

This action resulted in a cost-savings to the District of approximately \$1,009,000 due to avoided interest payments on debt service.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: David W. Pedersen, General Manager

ATTACHMENTS:

Notice of Full Redemption

NOTICE OF FULL REDEMPTION TO THE HOLDERS OF
CALLEGUAS LAS VIRGENES PUBLIC FINANCE
AUTHORITY 2009 SANITATION SYSTEM REFUNDING REVENUE BONDS
(LAS VIRGENES MUNICIPAL WATER DISTRICT)

NOTICE IS HEREBY GIVEN that, there have been called for full redemption on December 13, 2019 all outstanding Bonds of the above captioned bonds, totaling \$10,155,000.00 in principal amount, plus premium, if any, as listed below:

<u>Maturity</u>	<u>Amount Called</u>	<u>Rate</u>	<u>Redemption Price</u>	<u>*CUSIP Number</u>
11/01/2020	\$2,400,000.00	3.25%	100.00%	13124GAL2
11/01/2021	\$2,480,000.00	3.375%	100.00%	13124GAM0
11/01/2022	\$400,000.00	4.00%	100.00%	13124GAN8
11/01/2023	\$850,000.00	4.00%	100.00%	13124GAP3
11/01/2022	\$2,180,000.00	4.50%	100.00%	13124GAQ1
11/01/2023	\$1,845,000.00	4.50%	100.00%	13124GAR9

Since the Bond is held under the book entry system, payment will be made directly to the registered holder.

CALLEGUAS LAS VIRGENES PUBLIC FINANCE AUTHORITY 2009

By: The Bank of New York Mellon Trust Company, N.A.

as Trustee Agent

Bondholder Communications: 800-254-2826



Dated: November 13, 2019

IMPORTANT TAX NOTICE

Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**Note: The Issuer and Trustee/Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

Notice #:2019121393415